

LIQUOR COMMISSION
CITY AND COUNTY OF HONOLULU
PACIFIC PARK PLAZA
711 KAPIOLANI BOULEVARD, SUITE 600
HONOLULU, HAWAII 96813

AGENDA – THIRTY-SIXTH MEETING

THURSDAY, MARCH 25, 2021
4:00 P.M.

PUBLIC PARTICIPATION AND TESTIMONY

Pursuant to the Eighteenth Proclamation issued by Governor David Ige on February 12, 2021, relating to the COVID-19 pandemic (Proclamation), in order to allow public participation in a manner consistent with social distancing practices the following procedures are in effect for the meeting. *The procedures have been modified to comply with Mayor Blangiardi's Emergency Order No. 2021-03, effective March 9, 2021 (Emergency Order). In accordance with concern for public health and safety, in-person testimony in the hearings room has been cancelled until further notice. Please see the instructions below on how to submit oral testimony on any scheduled matter or how to make your appearance on a scheduled matter.*

VIEWING THE MEETING AND RESTRICTIONS ON ENTRY

No members of the public will be allowed into the hearings room, but may listen to the meeting on a live broadcast. The meeting may be heard by internet live streaming through <https://zoom.us/j/91251431542> by dialing 1-408-638-0968, entering the meeting ID#: 912 5143 1542#; or, the preferred method, via the Liquor Commission website event calendar at <http://www.honolulu.gov/liq/event-calendar/>. You may pre-register to attend this meeting.

All Commissioners will be participating in the meeting by interactive conference technology from remote locations.

To provide the public with the best opportunity to observe the meeting, it is required to "mute" your device's microphone to prevent technological difficulties.

All persons who are required to appear for the meeting must make your appearance by joining the meeting on the Zoom platform as described above. Please be aware that joining the meeting will involve entering the meeting number and completing a registration process so please allow sufficient time for this task. For testifiers or required attendees who are not able to access the Zoom platform, an equipment and internet access station will be available for use in Suite 111. While in Suite 111, all Social Distancing Requirements set forth in the Proclamation and the Emergency Order must be strictly observed.

Within forty (40) days after the meeting, the minutes will be posted to the Liquor Commission website at <http://www.honolulu.gov/liq/event-calendar/> for viewing. The minutes of prior meetings may also be viewed at said website.

ORAL TESTIMONY

Oral testimony will be permitted on all matters before the Commission subject to the following restrictions:

1. *All oral testimony must be submitted remotely through the Zoom platform.*
2. Each speaker is limited to a three-minute presentation.

WRITTEN TESTIMONY

Written testimony is strongly encouraged and may be submitted to the Administrator of the Commission three (3) working days prior to the date of the meeting as follows: FAX (808) 768-7311 or E-MAIL liquor@honolulu.gov. Written testimony will not be accepted in person at the meeting.

MATERIALS AVAILABLE FOR INSPECTION

Meeting materials ("board packet") will be available for viewing electronically, as soon as practicable, at the Liquor Commission website (<http://www.honolulu.gov/liq/event-calendar/>).

PUBLIC HEARINGS:

1. Trans. Appl. No. 20-21487 from Sushi King LLC, dba Sushi King LLC
For the transfer of the business and Restaurant General license (Category No. 1 – Standard Bar) of Shu-Lee F. Kondo, dba Sushi King, 2700 South King Street, and for a change of trade name to Sushi King LLC (R0131) (Prelim. Hrg. 3/4/21)
2. Trans. Appl. No. 21-22715 from Pho Vietnam Inc., dba Pho Vietnam Inc.
For the transfer of the business and Restaurant General license (Category No. 1 – Standard Bar) of DS Restaurant Group LLC, dba Charm 3, 52 North Hotel Street, Suites 113/114, and for a change of trade name to Pho Vietnam Inc. (R1160) (Prelim. Hrg. 3/4/21)

(License currently in safekeeping)
3. Appl. No. 21-22553 from Kapa Hale LLC, dba Kapa Hale, 4614 Kilauea Avenue, Suite #102
For a Restaurant General license (Category No. 1 – Standard Bar) (Prelim. Hrg. 1/28/21)

PRELIMINARY HEARINGS:

4. Trans. Appl. No. 21-22535 from Noods Ramen Bar Inc., dba Noods Ramen Bar Inc.
For the transfer of the business and Restaurant General license (Category No. 1 – Standard Bar) of BIFA Seafood Inc., dba BIFA Seafood Inc., 3611 Waialae Avenue, and for a change of trade name to Noods Ramen Bar Inc. (R1229)
5. Appl. No. 19-16461 from Pesca Waikiki Beach Inc., dba Pesca Waikiki Beach Inc., 1777 Ala Moana Boulevard, Sky Room 30A/30B
For a Restaurant General license (Category No. 2 – Live Entertainment or Recorded Music and Dancing)

PRELIMINARY HEARINGS: (CONT.)

6. Appl. No. 21-22198 from Masao Properties Incorporated, dba Beer Lab HI, 98-1005 Moanalua Road, Unit 884, Aiea (Pearlridge Center)

For a Restaurant General license (Category No. 2 – Live Entertainment or Recorded Music and Dancing)

LICENSE APPLICATION:

Temporary License Application:

7. Appl. No. 21-22906 from Saiminsays LLC, dba Papa Kurt's

For a [Stand-Alone] Temporary Restaurant General license (Category No. 1 – Standard Bar) at 925 Isenberg Street, the former site of Agu Ramen

REQUESTS:

8. Request No. 21-22786 from Atlan LLC, dba In Between, Dispenser General license (Category No. 1 – Standard Bar), 2155 Lauula Street (E1285)

Requesting approval to permanently increase its licensed premises and to make alterations and renovations

9. Request No. 21-22912 from 17A Productions, LLC, dba Skull & Crown Trading Company, Restaurant General license (Category No. 2 – Live Entertainment or Recorded Music and Dancing), 62 North Hotel Street (R1391)

Requesting approval to temporarily increase its licensed premises on Thursday, March 25, 2021 through Friday, December 31, 2021 from 6:00 p.m. to 10:00 p.m. (daily)

REQUESTS: (CONT.)

10. Request No. 21-22938
from Uncle's At Pearlridge
LLC, dba Uncle's At
Pearlridge LLC,
Restaurant General
license (Category No. 1 –
Standard Bar),
98-1005 Moanalua Road,
Suite 2210, Aiea (R1330)

Requesting approval for inventory
balancing with Uncle's Fishmarket &
Grill LLC, dba Uncle's Fishmarket &
Grill LLC, Restaurant General
license (Category No. 2 – Live
Entertainment or Recorded Music
and Dancing) Pier 38, Honolulu
Harbor, Unit FV8 (R0823)

OTHER BUSINESS:

11. Request No. 21-22933
from Mr. Matt Baysinger,
CEO of Swell Spark

Requesting waiver of Rule 3-82-
32.1(a) requiring a temporary license
application be filed within five
working days of the surrender of the
previous license or the closing of the
business

(Premises at 506 Keawe Street, the
former site of Real Gastropub Bent
Tail Brewing Co. (S0004))

ADOPTION OF DECISION AND ORDER:

12. The Bayview Bar
Bistro Banquet Hall
(LCV 20-0315)
(E1594)
13. Hawaii Kai Golf Course
(LCV 21-0048)
(E0552)
14. Kailua Town Pub and Grill
(LCV 20-0263)
(E1497)
15. Kingyo Karaoke Lounge
(LCV 20-0240)
(E0561)

For adoption of Decision and Order

do.

do.

do.

ADOPTION OF DECISION AND ORDER: (CONT.)

- | | | |
|-----|--|------------------------------------|
| 16. | Lucky Honu
(LCV 20-0014)
(E0694) | For adoption of Decision and Order |
| 17. | Lucky Honu
(LCV 20-0246)
(E0694) | do. |
| 18. | Lucky Honu
(LCV 20-0264)
(E0694) | do. |
| 19. | Pot Pot Shabu Ramen
& BBQ House
(LCV 20-0253)
(R0713) | do. |
| 20. | Takumi
(LCV 20-0270)
(R1142) | do. |

ADJUDICATION HEARINGS:

- | | | |
|-----|--|--|
| 21. | Club Little Saigon
(LCV 20-0144)
(E0144) | Licensee failed to comply with any other laws applicable to the business of Licensee, whether in existence at the time of issue of such license or enacted or amended from time to time thereafter, to wit, violating the terms of the Office of the Mayor of the City and County of Honolulu Emergency Order No. 2020-19 (COVID-19 [Novel Coronavirus]) (Violation of Section 281-38, HRS) (Date of violation: On or about July 22, 2020) |
|-----|--|--|

(Continued from February 11, 2021)

[History: 12/3/20, 2/11/21]

ADJUDICATION HEARINGS: (CONT.)

22. Sushi King
(LCV 21-0003)
(R0131)

Licensee failed to submit the name of every person then employed on the licensed premise who is registered with the Commission or who is subject to registration, on the date and in such manner as directed by the Commission (Violation of Rule 3-82-38.8) (Date of violation: On or about November 30, 2020, and/or during the period from November 30, 2020 to December 24, 2020)

(Continued from March 11, 2021)

23. Club Waterfall
(LCV 19-0345)
(E0599)

Licensee allowed the obstruction, hampering, or interfering with investigations or Commission operations in any way, including but not limited to, the sounding of alarms, flashing of lights or use of a public address system or other advance warning announcing the arrival of Commission investigators (Violation of Rule 3-84-79.1) (Date of violation: On or about September 27, 2019)

24. Club Waterfall
(LCV 19-0352)
(E0599)

Licensee had some form of music, dancing, and/or entertainment, including but not limited to electronic gaming devices, card playing and table games on the licensed premises, without prior authorization or approval from the Commission (Violation of Rule 3-82-47.1(a)) (Date of violation: On or about September 27, 2019)

ADJUDICATION HEARINGS: (CONT.)

25. Club Waterfall
(LCV 21-0061)
(E0599)
- Licensee failed to comply with any other laws applicable to the business of Licensee, whether in existence at the time of issue of such license or enacted or amended from time to time thereafter, to wit, violating the terms of the Office of the Mayor of the City and County of Honolulu Emergency Order No. 2020-31 (COVID-19 [Novel Coronavirus]) (Violation of Section 281-38, HRS) (Date of violation: On or about January 16, 2021)
26. Club Waterfall
(LCV 20-0054)
(E0599)
- (1) One or more Commission investigators were hindered, obstructed, or prevented from entering into Licensee's premises or were opposed, obstructed, or molested in the performance of their duties, whether by the Licensee, Licensee's employee, or any other person (Violation of Section 281-79, HRS) (Date of violation: On or about February 21, 2020)
- (2) Licensee failed to have all interior rooms or enclosed areas in dispenser or cabaret licensed premises where liquor is sold, served or consumed, constructed in such a manner as to permit a full view of the interior of the room through a transparent window on the entry door or on the wall (Violation of Rule 3-84-72-3(a)) (Date of violation: On or about February 21, 2020)
- (3) Licensee failed to have the interior and exterior of the licensed premises well and properly lighted (Violation of Rule 3-84-72.2) (Date of violation: On or about February 21, 2020)

ADJUDICATION HEARINGS: (CONT.)

- | | |
|---|---|
| Club Waterfall
(LCV 20-0054)
(E0599)
(Cont.) | (4) Licensee failed to have a time card or other adequate record showing in English the month, day, year, and time, indicating a.m. or p.m. and the legal first name and surname of each of its employees when these employees were on duty (Violation of Rule 3-82-38.4(a)) (Date of violation: On or about February 21, 2020) |
| | (5) Licensee employed a person in that section of the licensed premises where liquor is sold, served or consumed without said employee being properly registered with the Commission (Violation of Rule 3-82-38.5(a)) (Date of violation: On or about February 21, 2020) |
| 27. The Ginza
Nightclub/Mystique
Lounge
(LCV 20-0061)
(I0043) | Licensee failed to accurately report its revenues from gross liquor sales or to properly complete the gross liquor sales report (Violation of Rule 3-81-17.56) (Date of violation: On or during the fiscal year ending June 30, 2019) |
| 28. The Ginza
Nightclub/Mystique
Lounge
(LCV 20-0300)
(I0043) | (1) Licensee failed to comply with any other laws applicable to the business of Licensee, whether in existence at the time of issue of such license or enacted or amended from time to time thereafter, to wit, violating the terms of the Office of the Mayor of the City and County of Honolulu Emergency Order No. 2020-30 (COVID-19 [Novel Coronavirus]) (Violation of Section 281-38, HRS) (Date of violation: On or about December 4, 2020) |

ADJUDICATION HEARINGS: (CONT.)

- | | | | |
|-----|--|-----|--|
| | The Ginza
Nightclub/Mystique
Lounge
(LCV 20-0300)
(I0043)
(Cont.) | (2) | Licensee employed a person in that section of the licensed premises where liquor is sold, served, or consumed without said employee being properly registered with the Commission (Violation of Rule 3-82-38.5(a)) (Date of violation: On or about December 4, 2020) |
| 29. | The Ginza
Nightclub/Mystique
Lounge
(LCV 21-0008)
(I0043) | (1) | One or more Commission investigators were hindered, obstructed, or prevented from entering into Licensee's premises or were opposed, obstructed, or molested in the performance of their duties, whether by the Licensee, Licensee's employee, or any other person (Violation of Section 281-79, HRS) (Date of violation: On or about December 19, 2020) |
| | | (2) | Licensee failed to make time record entries at the time its employees reported on duty and again when the employees went off duty (Violation of Rule 3-82-38.4(b)) (Date of violation: On or about December 19, 2020) |
| 30. | Hibiscus Club
(LCV 20-0259)
(E1538) | | Licensee failed to accurately report its revenues from gross liquor sales or to properly complete the gross liquor sales report (Violation of Rule 3-81-17.56) (Date of violation: On or during the fiscal year ending June 30, 2019) |

ADJUDICATION HEARINGS: (CONT.)

31. Hibiscus Club
(LCV 20-0299)
(E1538)

- (1) Licensee failed to comply with any other laws applicable to the business of Licensee, whether in existence at the time of issue of such license or enacted or amended from time to time thereafter, to wit, violating the terms of the Office of the Mayor of the City and County of Honolulu Emergency Order No. 2020-30 (COVID-19 [Novel Coronavirus]) (Violation of Section 281-38, HRS) (Date of violation: On or about December 3, 2020)
- (2) Licensee allowed the obstruction, hampering, or interfering with investigations or Commission operations in any way, including but not limited to, the sounding of alarms, flashing of lights or use of a public address system or other advance warning announcing the arrival of Commission investigators (Violation of Rule 3-84-79.1) (Date of violation: On or about December 3, 2020)
- (3) Licensee failed to have the street and/or primary entrances to the licensed premises unlocked during the time customers were on the premises (Violation of Rule 3-84-72.2) (Date of violation: On or about December 3, 2020)
- (4) Licensee failed to have a duly registered manager in active charge of the licensed premises during the time the establishment is open for business and licensed to sell or serve liquor (Violation of Rule 3-82-38.9(a)) (Date of violation: On or about December 3, 2020)

ADJUDICATION HEARINGS: (CONT.)

- Hibiscus Club
(LCV 20-0299)
(E1538)
(Cont.)
- (5) Licensee employed a person in that section of the licensed premises where liquor is sold, served or consumed without said employee being properly registered with the Commission (Violation of Rule 3-82-38.5(a)) (Date of violation: On or about December 3, 2020)
32. Di's Karaoke
(LCV 20-0229)
(E1298)
- Licensee failed to comply with any other laws applicable to the business of Licensee, whether in existence at the time of issue of such license or enacted or amended from time to time thereafter, to wit, violating the terms of the Office of the Mayor of the City and County of Honolulu Emergency Order No. 2020-27 (COVID-19 [Novel Coronavirus]) (Violation of Section 281-38, HRS) (Date of violation: On or about October 1, 2020)
- (Continued from January 7, 2021)
33. Di's Karaoke
(LCV 20-0231)
(E1298)
- Licensee failed to comply with any other laws applicable to the business of Licensee, whether in existence at the time of issue of such license or enacted or amended from time to time thereafter, to wit, violating the terms of the Office of the Mayor of the City and County of Honolulu Emergency Order No. 2020-27 (COVID-19 [Novel Coronavirus]) (Violation of Section 281-38, HRS) (Date of violation: On or about October 2, 2020)
- (Continued from January 7, 2021)

OTHER BUSINESS: (CONT.)

34. Liquor Administrator

Legislative update

35. Liquor Administrator

Administrative matters – Weekly report to the Commission, 90-day event schedule and work plan coordination

If you require special assistance, auxiliary aid and/or service to participate in this meeting (i.e., sign language interpreter; interpreter for language other than English, or wheelchair accessibility), please email your detailed request to liquor@honolulu.gov, at least five (5) business days prior to the meeting.

LICENSING INVESTIGATIVE REPORT

Date: February 23, 2021

Subject: Transfer Application No. 20-21487 from Sushi King LLC dba Sushi King LLC Restaurant General/ Category 1 Standard License for the transfer of the liquor license from Shu-Lee F. Kondo dba Sushi King located at 2700 S. King St. Honolulu, HI 96826, and for change of trade name to Sushi King LLC (R0131)

COMPANY STRUCTURE:

SUSHI KING LLC: was organized under the laws of the State of Hawaii on June 28, 2019 as a Manager-Managed Limited Liability Company.

		<u>Membership Units</u>	<u>Interest:</u>
Kondo-Akaka, Sylvia	Manager	0	0%
The Shu-Lee F Kondo Trust	Member	1,000	100%
		1,000	100%

The Shu-Lee F Kondo Trust: Trust was formed on March 19, 2002. The current Trustees are:

Kondo, Shu-Lee Trustee

See Exhibit A1 – A2 for Personal History Affidavits of the principals.

FINGERPRINTS:

Sylvia Kondo-Akaka was fingerprinted on June 2, 2020, and Shu-Lee Kondo was fingerprinted on June 3, 2020. CJIS computer checks and HCJDC/ FBI show negative for felony convictions.

FINANCIAL STATEMENT FOR SUSHI KING LLC. AS OF JULY 17, 2019:

Applicant submitted a Financial Statement dated July 17, 2019, and received by the Commission February 27, 2020, and was certified by the applicant to be substantially covered.

CONSIDERATION:

According to Assignment of Interest prepared by Wayne Luke, the assignment is contingent on Liquor Commission approval and no consideration due to this being a business reorganization.

LICENSE IN EFFECT FOR MORE THAN ONE YEAR:

Liquor Commission records reveal that the Restaurant General Category 1: Standard license has been in effect from August 19, 1992 to present.

DESCRIPTION OF THE PREMISES:

Location: The licensed premises is located 2700 South King Street Bldg. C Honolulu, HI 96826.

The licensed premises is irregularly shaped with 2,822 square feet. The premises includes a dining area of approximately 658 square feet, a sushi bar of approximately 224 square feet, and a kitchen area of approximately 648 square feet.

Male and Female restrooms are located within the licensed premises.

See **Exhibit B**, Floor plan.

PRELIMINARY INSPECTION:

On June 29, 2020, I conducted a preliminary inspection of the premises. The floor plan on file did not match the physical layout of the premises.

Wayne Luke, Authorized Agent, submitted an alteration request 21-22730. This request is to conform to the new floor plan.

BACKGROUND:

February 18, 1992, Shu-Lee Kondo applied for Restaurant General Category 2 (Dancing) Liquor License.

BACKGROUND CONTINUED:

May 12, 1992, Letter from Attorney Roy Kodani requesting to amend category from Category 2 (Dancing) to Category 1 (Standard).

May 26, 1992, Finding of Fact, Decision and Order Denying Application.

June 6, 1992, Letter from Shu-Lee Kondo requesting a rehearing for Liquor License application.

June 8, 1992, Liquor Commission sent notice of rehearing for July 7, 1992.

August 19, 1992, Restaurant General Category 1 (Standard) effective.

REASON FOR TRANSFER:

According to the Authorized Agent Wayne Luke, the reason for the transfer is due to a business reorganization.

OTHER RELEVANT MATTERS THAT MAY AFFECT THE ISSUANCE OF THE LICENSE:

Kind of business:

- Restaurant General Category 1: Standard.
- Japanese restaurant
- Hours of operation
 - o Lunch: 11:30am to 1:00pm
 - o Dinner: 5:00pm to 9:00pm
 - o Closed Tuesdays
- Applicant will have 19 employees and 3 managers

Lease: Landlord's predecessors entered into a written lease dated June 5, 1991, as amended by Amendment to Lease dated February 25, 2011.

According to Second Amendment of Lease effective June 17, 2016, between Commissioner for Ahura, LLC "Landlord", and Sushi King "Tenant". The term of this lease shall be for five (5) years commencing on July 1, 2016 and ending June 6, 2021.

OTHER RELEVANT MATTERS THAT MAY AFFECT THE ISSUANCE OF THE LICENSE CONTINUED:

According to an email from Wayne Luke, Authorized agent, "There is no lease. A lease will be obtained if the Transfer Application is approved.

Refer to **Exhibit C**, Email from Wayne Luke.

In a letter from Wayne Luke titled "30% Food Requirement" dated February 27, 2020, Luke indicates this is a business reorganization and the business will remain the same except for a change from an individual to an LLC. Sushi King has been in business for over 28 years and has met 30% requirement each year.

PENDING VIOLATIONS:

There is one (1) pending violation under license R0131. Notice of Violation #28055 – for the violation of HLC Rule 3-82-38.8; Failure to file timely annual employee list. Violation date 11/30/2020, has not yet been adjudicated.

§3-82-41.1. Transfer of License. (a) No license shall be transferred while an adjudication hearing against the licensee is pending, and/ or there are any outstanding assessments and/ or penalties for liquor law or rule violations.

ZONING CLEARANCE:

A zoning clearance must be received by the Commission prior to issuance of a liquor license.

****No further information in this area refer to next page****


OPINION:

The applicant has met the minimum requirements relative to making and filing of this application. However, there is pending adjudication matter which may affect the transfer of the license.



Scott Perez,
Licensing Investigator

Reviewed By:



Daniel Sato,
Supervising Investigator

*in
2/25/2021
ah*

PERSONAL HISTORY AND AFFIDAVIT

Rule 3-83-53.1

2020 FEB 27 P 12:00

NAME Kondo Shu-lee F Tsai SOCIAL SECURITY NO. _____
Last, First Middle Maiden
HOME ADDRESS _____ APT. NO. _____ TELEPHONE NOS.: _____
CITY _____ STATE _____ ZIP CODE _____ BUS. () 947-2831
PLACE OF BIRTH _____ DATE OF BIRTH _____ AGE _____ MARITAL STATUS _____
(City, State) (MM / DD / YYYY)
NO. OF YEARS COMPLETED IN HIGH SCHOOL _____ YEAR COMPLETED _____ NAME OF SCHOOL _____
(Include City and State)
NO. OF YEARS COMPLETED IN COLLEGE _____ YEAR COMPLETED _____ NAME OF COLLEGE _____
(Include City and State)
OTHER EDUCATION _____
CITIZENSHIP* US DATE ARRIVED IN HAWAII (if applicable) _____
*(If not a U.S. citizen, indicate type of Visa, or Resident Alien Card No., or Immigration Department No.)

EMPLOYMENT RECORD (from the time school was completed to present):

FROM MONTH/YEAR	TO MONTH/YEAR	POSITION	EMPLOYER	LOCATION
1970	1972	Teller	Bank of Tokyo	San Francisco, CA
1973	1977	Housewife		
1978	1991	Restaurant Owner		San Francisco, CA
1992	present	Owner	Sushi King	Hon HI

(If additional space is needed, please use reverse side)

NOTARY INITIAL: _____

List your experience in the liquor industry: _____

RECEIVED
LIQUOR COMMISSION
C&C OF HONOLULU

2020 FEB 27 P 12:00

Will you devote time to manage the subject business? Yes ☒ Yes ☐ No

If answer is "YES", will it be Full time, or Part-time?

I, Shu-Lee F. KONDO, of _____

(Full Street Address, City, State, Zip)

being first duly sworn, deposes, and says, that the above information is true and correct and that I have ☒ have not) been convicted of any felony charge.

Shu-Lee F. Kondo

Signature

P
R
P
A



FOR NOTARY USE ONLY

STATE OF HAWAII
City and County of Honolulu

} SS.

On this _____ day of _____, in the year of _____, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the foregoing instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the aforementioned instrument the person, or the entity upon behalf of which the person(s) acted, executed the aforementioned instrument in free act and deed.

Shu-Lee F. Kondo
Signature of applicant(s) before Notary

Subscribed and sworn to before me this:

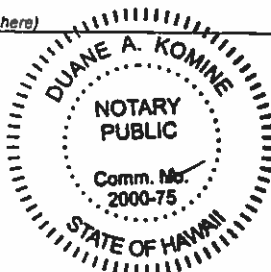
18 day of July, 2019

Duane A. Komine
Signature of Notary

Print Name: Duane A. Komine
Notary Public, State of Hawaii

My commission expires 2.13.2020

(Place Notary Stamp or Seal here)



NOTARY CERTIFICATION

Date of Doc: July 18, 2019 # of Pages: 2

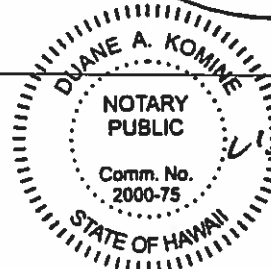
Notary Name: Duane A. Komine / Circuit

Doc Description: LIQ COMM

Duane A. Komine
Notary Signature

7.18.2019
Date

(Place Notary Stamp or Seal here)



LIQUOR COMMISSION
CITY AND COUNTY OF HONOLULU
711 KAPIOLANI BOULEVARD, SUITE 600, HONOLULU, HAWAII 96813
PHONE (808) 768-7300 • FAX (808) 768-7311
INTERNET ADDRESS: www.honolulu.gov/liq

RECEIVED

LIQUOR COMMISSION
CITY AND COUNTY OF HONOLULU

PERSONAL HISTORY AND AFFIDAVIT
Rule 3-83-53.1

NAME KONDO AKAKA SYLVIA MICHIKO SOCIAL SECURITY NO. _____
Last First Middle Maiden
HOME ADDRESS _____ APT. NO. _____ TELEPHONE NOS.: _____
CITY _____ STATE _____ ZIP CODE _____ BUS. 808, 949-2834
PLACE OF BIRTH _____ DATE OF BIRTH _____ AGE _____ MARITAL STATUS _____
(City, State) (MM/DD/YYYY)
NO. OF YEARS COMPLETED IN HIGH SCHOOL _____ YEAR COMPLETED _____ NAME OF SCHOOL _____
(Include City and State)
NO. OF YEARS COMPLETED IN COLLEGE _____ YEAR COMPLETED _____ NAME OF COLLEGE _____
(Include City and State)
OTHER EDUCATION _____

CITIZENSHIP* USA DATE ARRIVED IN HAWAII (if applicable) _____
*(If not a U.S. citizen, indicate type of Visa, or Resident Alien Card No., or Immigration Department No.)

EMPLOYMENT RECORD (from the time school was completed to present):

FROM MONTH/YEAR	TO MONTH/YEAR	POSITION	EMPLOYER	LOCATION
9/95-9/98		MAC COSMETICS BEST MGR	HONOLULU	MIAMI, LAS
9/98-9/99		RETAIL ASSOCIATE	TIFFANY CO	LAS VEGAS, NV
9/99-11/01		RETAIL OPS MGR	HERMES	LAS VEGAS, NV
11/01-7/04		YVES SAINT LAURENT	BOUTHQUE	LAS VEGAS, NV
7/04-11/2009		CHRISTIAN DIOR	BOUTHQUE	HONOLULU, HI
12/09-CURRENT		GIRL KING RESTAURANT		HONOLULU, HI
		BEST MANAGER		HI

(If additional space is needed, please use reverse side)

List your experience in the liquor industry: _____

RESTAURANT SERVICE @ SUSHI KING

RECEIVED
LIQUOR COMMISSION
C&C OF HONOLULU

2020 FEB 27 P 12:00

Will you devote time to manage the subject business? ☒ Yes ☐ No

If answer is "YES", will it be ☒ Full time, or ☐ Part-time?

I, SYLVIA KONO TAKA, of _____

(Full Street Address, City, State, Zip)

being first duly sworn, deposes, and says, that the above information is true and correct and that I (☐ have ☒ have not) been convicted of any felony charge.

Signature



FOR NOTARY USE ONLY

STATE OF HAWAII
City and County of Honolulu

} SS.

On this _____ day of _____, in the year of _____, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the foregoing instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the aforementioned instrument the person, or the entity upon behalf of which the person(s) acted, executed the aforementioned instrument in free act and deed.

Signature of applicant(s) before Notary

Subscribed and sworn to before me this:

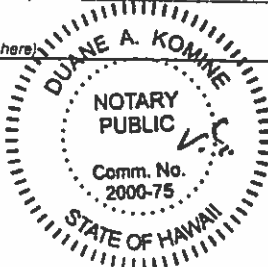
18 day of July, 2019

Signature of Notary

Print Name DUANE A. KOMINE
Notary Public, State of Hawaii

My commission expires 2.13.2020

(Place Notary Stamp or Seal here)



NOTARY CERTIFICATION

Date of Doc: July 18, 2019 # of Pages: 2

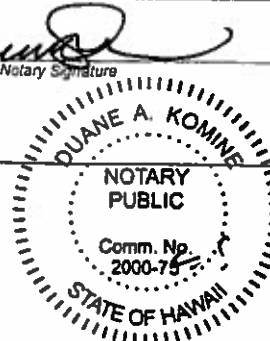
Notary Name: DUANE A. KOMINE 1 Circuit

Doc. Description: LIQ COMM DOC

Notary Signature

7.18.19
Date

(Place Notary Stamp or Seal here)



2020 JUL 15 AM 11:39

EXHIBIT B

331-00 ±

Perez, Scott

From: Wayne Luke <waynelukeesq@aol.com>
Sent: Thursday, January 28, 2021 10:11 AM
To: Perez, Scott
Subject: Re: Transfer App. No. 20-21487 Sushi King LLC

CAUTION: Email received from an EXTERNAL sender. Please confirm the content is safe prior to opening attachments or links.

Scott,

There is no lease. A lease will be obtained if the Transfer Application is approved.

Sincerely,

Wayne Luke

-----Original Message-----

From: Perez, Scott <sperez@honolulu.gov>
To: Wayne Luke <waynelukeesq@aol.com>
Sent: Wed, Jan 27, 2021 3:01 pm
Subject: Transfer App. No. 20-21487 Sushi King LLC

Wayne,

Is there a lease between the applicant "Sushi King LLC" and the landlord?

V/R,
Scott M. Perez
Liquor Control Investigator III
Honolulu Liquor Commission
711 Kapiolani Blvd. Suite 600
Direct:(808)768-7337
Work Cell:(808)753-8851
Email: sperez@honolulu.gov

EXHIBIT C

LICENSING INVESTIGATIVE REPORT

DATE: February 19, 2021

SUBJECT: Transfer Application No. 21-22715 from PHO Vietnam Inc. dba PHO Vietnam Inc., Restaurant General (Category 1: Standard) license, for the transfer of business & license, from DS Restaurant Group LLC dba CHARM 3, and for a change of the trade name to PHO Vietnam Inc., located at 52 North Hotel Street, Suites 113/114, Honolulu (R1160-Safekeeping)

CORPORATE STRUCTURE:

PHO Vietnam Inc.: Incorporated under the laws of the State of Hawaii and registered on November 23, 2020, an existing corporation in good standing. The corporation's 1,000 authorized shares are currently acquired by the below mentioned officer/director and shareholder:

	<u>Title</u>	<u>Shares</u>	<u>Interest</u>
TRAN, Kim Lien	P/S/T/D	1,000	100%

See **Exhibit A** for biographical background information of TRAN, Kim Lien. CJIS check resulted with negative criminal convictions.

Attorney Wayne Luke been appointed Authorized Agent by the applicant, via Notification of Authorized Agent form LIQ-LIC-106.

FINANCIAL STATEMENTS FOR PHO VIETNAM INC. DBA PHO VIETNAM INC. AS OF NOVEMBER 30, 2020:

Financial Statement of the applicant, dated November 30, 2020, was submitted to the Commission on January 4, 2021, and certified by the applicant to be substantially correct.

TEMPORARY APPLICATION FILED:

Temporary application #21-22716 was approved January 28, 2021.

LICENSE IN EFFECT FOR MORE THAN ONE YEAR:

Liquor Commission records reveal that the current Restaurant General license has been in effect since April 19, 2016, and effective until June 30, 2021; Safekeeping.

ASSIGNMENT OF INTEREST & STOCK AGREEMENTS:

On January 4, 2021, Commission received the "Assignment of Interest", agreement dated **12/20/2020**, via authorized agent and attorney Wayne Luke. According to the A.O.I., "The Purchase Price" is **\$73,000.00**.

On January 4, 2021, Commission also received from attorney Wayne Luke an "Assignment of Stock" agreement, of **500 shares**, dated **12/23/2020** from **Bich Thuy Doan to Kim Lien Tran of PHO Vietnam Inc.**

DESCRIPTION OF THE PREMISES:

Location: The licensed premises is located at 52 North Hotel Street, Suites 113/114; approximately 53 feet mauka-ewa from Smith Street/Hotel Street junction.

Details of the Premises: The nearly rectangular shaped premises occupies approximately 1,885 square feet of ground floor space; Makai-kkhd corner space of the JOS. P. MENDONCA two-story building.

- a. Main entrance on the Makai-kkhd of the premises
- b. Kitchen occupies 405 square feet on the Mauka-kkhd side.
- c. Main dining upon entry; 1,115 square feet of open space.
- d. Separated restrooms & storage closet at the mauka-ewa side.
- e. Mezzanine occupies 221 square feet of confined storage space directly above the kitchen; entrance via ladder.

Parking: Street & metered parking along the side-streets are available.

See **Exhibit B1 & B2**, photo and floor plan

REASON FOR TRANSFER:

A Business opportunity for both Seller and Buyer.

OTHER RELEVANT MATTERS THAT MAY AFFECT THE ISSUANCE OF THE LICENSE:

Kind of business: A casual Vietnamese restaurant specializing in various Vietnamese cuisine, along with the service of alcoholic beverages.

Business Hours: Open Daily from 10 am to 9 pm daily
A total of 10 part-timers, 4 full-timers and 2 managers to include owner.

Lease: An Assignment Of Lease and Consent By Lessor was made as of the 1st day of December 2020, by **Thuy Doan Bich and Kim-Lien Tran dba Pho Vietnamese (“Assignee”)**, and **Saranya Hoopai and Atcharaporn Yamada dba Charm 3 “Assignor”**; and or **“Lessee”** and consented by **Springwood Vista, Ltd., (“Lessor”)**

Term: To the completion of the April 1, 2018 lease with Saranya Hoopai, of Charm 3, (1 yr. & 4 months) plus an additional two (2) years. To start at 8 am December 1, 2020 and end at 5 pm on March 31, 2024.

Amendment to Lease: Dated 25, December 2020 by Springwood Vista, Ltd., (**“Landlord”**), and Kim Lien Tran and Bich Thuy Doan (**“Tenant”**), was received by Commission January 4, 2021.

A **“To/From”** dated and received on **1/27/21** from **A.A. Wayne Luke**, advising Commission of the Assignment of Lease and Liquor License to Pho Vietnam Inc. for an amount of **\$73,000.00**.

LIQUOR LICENSE INTERESTS:

None

PENDING OR HISTORY OF VIOLATIONS:

According to the LCIS, the licensed premises was cited on 8 violations with monetary fines of \$1,075 on 3;

HRS 281-38 Condition of License, Rules 3-81-17.54(c) Gross Sales Reports, Rule 3-82-31.2(a) Conduct of Business.

There are three (3) pending violations within the past 3 years.

See **Exhibit C**, copy of LCIS

ZONING CLEARANCE:

A valid zoning clearance must be received before a liquor license is issued.

OPINION:

Statutory requirements has been met for the filing of this application.


Homer Tamapua
Licensing Investigator

Reviewed by:


Daniel Sato
Supervising Investigator

*1-11-10
ah*

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LIQUOR COMMISSION
C&C OF HONOLULU

REF ID: A64333

Rule 3-83-53.1

EMPLOYMENT RECORD (from the time school was completed to present):

<u>FROM</u> <u>MONTH/YEAR</u>	<u>TO</u> <u>MONTH/YEAR</u>	<u>POSITION</u>	<u>EMPLOYER</u>	<u>LOCATION</u>
1996	1998	Self-employed seamstress		Dong Thap, Vietnam
1999	present	Housewife		Honolulu, Hawaii

(If additional space is needed, please use reverse side)

List your experience in the liquor industry: none

RECEIVED
LIQUOR COMMISSION
C.C. OF HONOLULU

2020 DEC 11 P 10:33

Will you devote time to manage the subject business? ☒ Yes ☐ No

If answer is "YES", will it be ☒ Full time, or ☐ Part-time?

I, Kim Lien Tran

of

(Full Street Address, City, State, Zip)

being first duly sworn, deposes, and says, that the above information is true and correct and that I ☐ have/ ☒ have not been convicted of any felony charge.

Signature



FOR NOTARY USE ONLY

STATE OF HAWAII
City and County of Honolulu

SS.

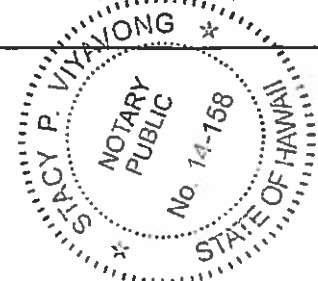
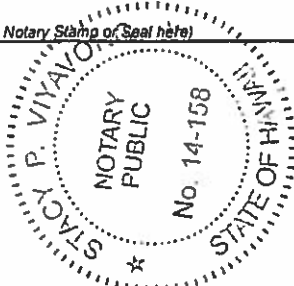
On this 4th day of December, in the year of 2020, personally appeared Kim Lien Tran who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the foregoing instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the aforementioned instrument the person, or the entity upon behalf of which the person(s) acted, executed the aforementioned instrument in free act and deed.

Stacy P. Viyavong
Signature of Applicant(s) before Notary
Subscribed and sworn to before me this:
4th day of December, 2020
Stacy P. Viyavong
Signature of Notary
Print Name: Stacy P. Viyavong
Notary Public, State of Hawaii
My commission expires 05-04-2022

NOTARY CERTIFICATION
Date of Doc. Undated # of Pages: 2
Notary Name: Stacy P. Viyavong First Circuit
Doc. Description: Personal History and Affidavit
Stacy P. Viyavong 12.4.2023
Notary Signature Date

(Place Notary Stamp or Seal here)

(Place Notary Stamp or Seal here)



RECEIVED
LIQUOR COMMISSION
C&C OF HONOLULU
2010 JAN -11 P 4: 34



EXHIBIT B1

1/8/11

Hotel St.

MEZZA LINE



DINNING AREA

DINNING AREA

ENTRY

CASHIER STATION

KITCHEN

KITCHEN

WOMEN

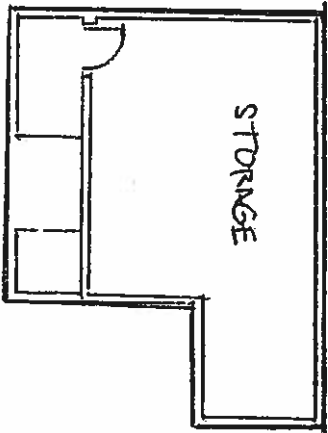
MEN

Maple
KIND
Maple

Smith St

EXHIBIT B2

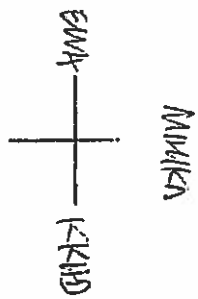
PHO VIETNAM INC.
52 N. Hotel St 113/114



17'

MEZZANINE

SMITH ST.



HOTEL ST.

$\frac{1}{8}'' = 1'$

EXHIBIT B2

HISTORY OF VIOLATIONS

Violation Date: 02/16/2015 to: 02/16/2021

LICENSE: R1160

CHARM 3
52 N. HOTEL ST, SUITES 113/114

<u>NOTICETYPE</u>	<u>NOTICE NUMBER</u>	<u>VIOLATION DATE</u>	<u>SECTION/RULE</u>	<u>CASE NUMBER</u>	<u>DISPOSITION</u>	<u>DUE DATE</u>	<u>AMOUNT FINED</u>
WARNING	27976	11/19/2020	281-38				*
VIOLATION	27742	09/25/2020	281-38	2020-0224	FINED	02/09/2021	500.00 *
WARNING	27743	09/25/2020	3-82-38.4(a)				*
VIOLATION	02066	08/05/2020	3-81-17.54(c)	2020-0191	FINED	12/17/2020	75.00 *
VIOLATION	26843	07/06/2019	3-82-38.20(b)	2019-0239			
VIOLATION	26844	07/06/2019	3-84-72.2	2019-0239			
VIOLATION	25890	05/26/2018	3-82-47.1(a)	2018-0239			
VIOLATION	25729	10/29/2017	3-82-31.2(a)				
WARNING	25730	10/29/2017	3-82-38.4(a)	2017-0302	FINED	01/10/2019	500.00 *

Revised

Records printed: 9

EXHIBIT C

Printed: 02/16/2021

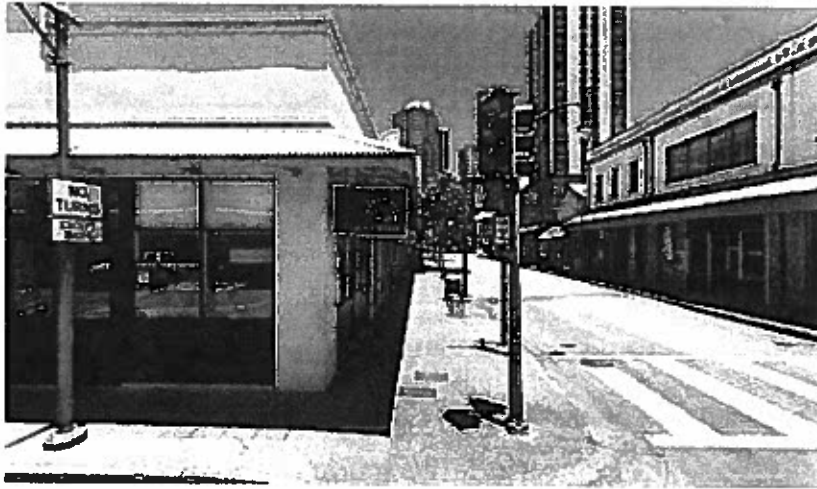
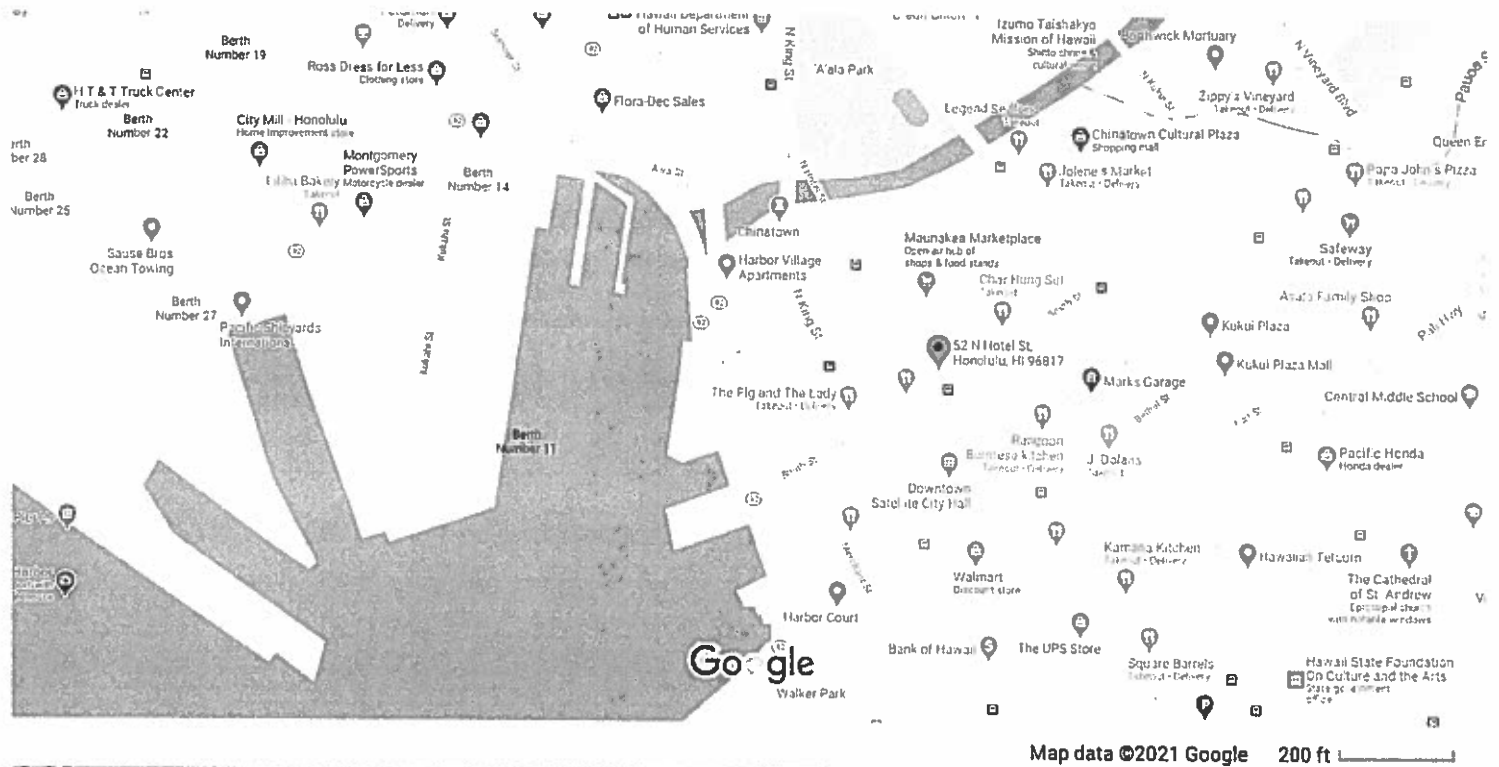
4:06PM

* - Denotes fine paid

CA: mn.mn - Denotes amount of fine collected by collection agency

Page: 1

Google Maps 52 N Hotel St



52 N Hotel St

Honolulu, HI 96817



Directions



Save



Nearby



Send to your
phone



Share

Photos

LICENSING INVESTIGATIVE REPORT

DATE: January 15, 2021

SUBJECT: New Application No. 21-22553 from Kapa Hale LLC dba Kapa Hale, Restaurant General (Category1 Standard) license, at (former location of SMN-Kahala LLC dba Wahoo's Fish Taco-R0935-not renewed), at 4614 Kilauea Avenue, Honolulu

COMPANY STRUCTURE:

Kapa Hale LLC: Organized under the laws of the State of Hawaii and initially registered as **KAPA HALE LIMITED LIABILITY COMPANY** on 8/21/2018, on 11/9/2020, it was Amended & Restated as **KAPA HALE LLC**, manager-managed limited liability company. The manager-members are as follow:

	<u>Title</u>	<u>Units</u>	<u>Interest</u>
LEE, Keaka	Manager/Member	60.00	90.0%
Friends of KH, LLC	Member	7	10.0%
	Total:	67.00	100%

Friends of KH, LLC: Organized under the laws of the State of Hawaii and registered on December 14, 2020, as manager-managed limited liability company. The manager-members are as follow:

LEE, Keaka	Manager	0	0%
ROGERS, Jesse	Member	4	60%
ROSE, Allison	Member	2	30%
BUCKLEY, Seth T.	Member	1	10%
	Total:	7	100%

As of 12/15/2020, an Amendment of Operating Agreement resolved individual members and collectively combine their capital contributions of (\$150,000), membership units at (7) and total Interest at **100% under Friends of KH, LLC**.

See **Exhibits A**, for the biographical background information of LEE, Keaka. CJIS check resulted with no criminal conviction.

FINGERPRINTS:

Applicant's fingerprints was done 11/17/2020; negative results of any criminal conviction.

FINANCIAL STATEMENT OF KAPA HALE LLC DBA KAPA HALE AS OF OCTOBER 20, 2020:

Financial Statements of the applicant, dated October 20, 2020, was submitted to the Commission on November 13, 2020, and certified by applicant to be substantially correct.

COST AND FINANCING:

An estimated cost of approximately \$350,000; \$150,000 via equity of capital contributions and \$200,000 from family contribution.

TRADENAME:

The applicant has a valid State of Hawaii Department of Commerce and Consumer Affairs Certificate of Trade Name Registration, the trade name "KAPA HALE" is registered to the applicant from November 17, 2020 to November 16, 2025.

DESCRIPTION OF THE PREMISES:

Location: The proposed licensee is located at 4614 Kilauea Avenue; ground floor Makai-ewa side of the two-story building.

Details of the Premises: The irregular shaped premises occupies approximately 3,110 square feet of space containing the following:

- Approximately 1,365 square feet of dining space; upon entry, fronting service bar (Makai-ewa) and outdoor dining-makai side.
- Full service kitchen, walk-in freezer/refrigerators and storage area; 990 square feet at the mauka-ewa side of premises.
- Separated restrooms and storage/utility room; 435 square feet at the mauka-kkhd side.
- Shared customer parking at the exterior fronting and along the Makai side of the premises.

See **Exhibits B1& B2**, photograph & floor plan

CHURCH, SCHOOL, OR PUBLIC PLAYGROUND WITHIN 500 FEET:

Kahala Elementary School
4495 Pahoa Avenue, Honolulu
Approximately 325 feet Makai-kkhd from proposed premises

SAME CLASS OF LICENSE WITHIN 500 FEET:

None

CURRENT NUMBER OF SAME CLASS ISSUED WITHIN THE CITY AND COUNTY OF HONOLULU:

As of January 14, 2021, there are 539 restaurant license issued within the City and County of Honolulu, of which, 498 are of general kind.

OTHER RELEVANT MATTERS THAT MAY AFFECT THE ISSUANCE OF THE LICENSE:

Kind of business: Casual dining with a new wave of modernized cooking generally a type of fusion cuisine which assimilates flavors from the melting pot of traditional HRC cooking techniques mixed with foreign and sometimes molecular astronomy components; along with the service of alcoholic beverages.

Business Hours: Brunch: 7am to 2:30 pm Saturdays & Sundays
Lunch: 10:30 am to 2:30 pm Tuesdays to Fridays
Dinner: 5:00 pm to 9:00 pm Daily
A total of 25 employees and 2 managers

LEASE: Executed on the 13 day of November 2019, by and between Trustee of the Estate of Bernice Pauahi Bishop ("Landlord"), and Kapa Hale Limited Liability Company ("Tenant")

Term: The Lease shall be for a period of 6 years starting on the commencement date and ending on the last day of the 72nd full calendar month.

OTHER LIQUOR LICENSED INTERESTS:

None

BUSINESS PLAN: See Exhibits C, (6 pages)

HAWAII REVISED STATUTES SECTION 281-56(a) (9) STATEMENT:

As of January 14, 2021, there are no known potential adverse effects on the surrounding community specific to the premises. All potential adverse effects reported to staff before the Public Hearing will be forwarded to the Commission for its consideration.

NEIGHBORHOOD BOARD NOTIFICATION:

The applicant shall directly notify the chair of the neighborhood board in which the applicant's place of business is located, in writing and delivered by certified mail, return receipt requested. At a minimum, the notification shall include the date of public hearing.


The return receipt from the certified mailing shall be submitted to the Liquor Commission before a liquor license is issued.

ZONING CLEARANCE:

A valid zoning clearance dated November 23, 2020, was received by Commission on December 2, 2020.


OPINION:

Statutory requirements has been met for this filing.



Homer Tamapua
Licensing Investigator

Reviewed by:



Daniel Sato
Supervising Investigator

LIQUOR COMMISSION
CITY AND COUNTY OF HONOLULU
711 KAPIOLANI BOULEVARD, SUITE 600, HONOLULU, HAWAII 96813-5249
PHONE (808) 768-7300 • FAX (808) 768-7311
INTERNET ADDRESS: www.honolulu.gov/liq

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LIQUOR COMMISSION
C&C OF HONOLULU

PERSONAL HISTORY AND AFFIDAVIT

Rule 3-83-53.1

2020 NOV 13 P 4:06

NAME Lee Keaka Hon Quon SOCIAL SECURITY NO. _____
Last, First Middle Maiden
HOME ADDRESS _____ APT. NO. _____ TELEPHONE NOS.: _____
CITY _____ STATE _____ ZIP CODE _____ BUS. () _____
PLACE OF BIRTH _____ DATE OF BIRTH _____ AGE _____ MARITAL STATUS _____
(City, State) (MM / DD / YYYY)
NO. OF YEARS COMPLETED IN HIGH SCHOOL 4 YEAR COMPLETED 2003 NAME OF SCHOOL Kalani High School: Honolulu, Hawaii
(include City and State)
NO. OF YEARS COMPLETED IN COLLEGE 3 YEAR COMPLETED 2009 NAME OF COLLEGE Kapiolani Community College: Honolulu, Hawaii
(include City and State)
OTHER EDUCATION University of Hawaii at Manoa: Honolulu, Hawaii & Tacoma Community College: Tacoma, Washington

CITIZENSHIP* 1 DATE ARRIVED IN _____
HAWAII (if applicable) _____
*(If not a U.S. citizen, indicate type of Visa, or Resident Alien Card No., or Immigration Department No.)

EMPLOYMENT RECORD (from the time school was completed to present):

FROM MONTH/YEAR	TO MONTH/YEAR	POSITION	EMPLOYER	LOCATION
12/2006	03/2010	Pastry Chef	3660 On the Rise	Honolulu, Hawaii
04/2010	06/2013	Line Cook	Alan Wong's	Honolulu, Hawaii
06/2013	02/2015	Sous Chef	Gramercy Tavern	New York City, New York
02/2015	06/2016	Sous Chef	Untitled	New York City, New York
07/2016	11/2018	Chef de Cuisine	The Pig & the Lady	Honolulu, Hawaii
11/2018	Present	Self-employed	Kapi Hare	Honolulu, Hawaii

(If additional space is needed, please use reverse side)

NOTARY INITIAL: _____

List your experience in the liquor industry: Worked in restaurants that have served liquor.

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2020 NOV 13 PM 10:06

Will you devote time to manage the subject business? ☒ Yes ☐ No

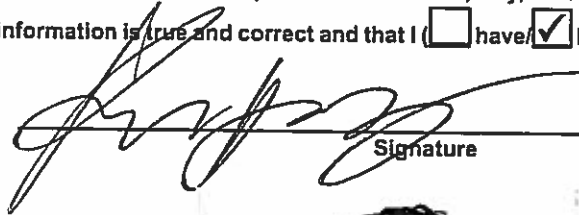
If answer is "YES", will it be ☒ Full time, or ☐ Part-time?

I, Keaka Lee

, of _____

(Full Street Address, City, State, Zip)

being first duly sworn, deposes, and says, that the above information is true and correct and that I ☐ have ☒ have not) been convicted of any felony charge.


Signature

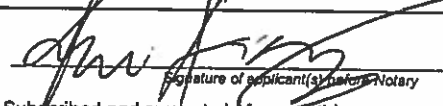

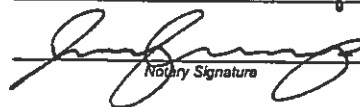


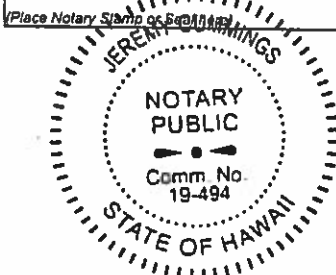
FOR NOTARY USE ONLY

STATE OF HAWAII
City and County of Honolulu

} SS.

On this 10th day of November, in the year of 2020, personally appeared Keaka Hon Quon Lee who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the foregoing instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the aforementioned instrument the person, or the entity upon behalf of which the person(s) acted, executed the aforementioned instrument in free act and deed.

<p> Signature of applicant(s) before Notary</p> <p>Subscribed and sworn to before me this:</p> <p><u>10th</u> day of <u>November</u>, 20 <u>20</u></p> <p> Signature of Notary</p> <p>Print Name: <u>Jeremy Cummings</u></p> <p>Notary Public, State of Hawaii</p> <p>My commission expires <u>NOV 24 2023</u></p>	<p>NOTARY CERTIFICATION</p> <p>Date of Doc: <u>NOV 10 2020</u> # of Pages: <u>2</u></p> <p>Notary Name: <u>Jeremy Cummings</u> <u>1st</u> Circuit</p> <p>Doc. Description: <u>Personal History + Affidavit</u></p> <p> Notary Signature</p> <p><u>NOV 10 2020</u> Date</p> <p>(Place Notary Stamp or Seal here)</p>
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NOV 13 1966

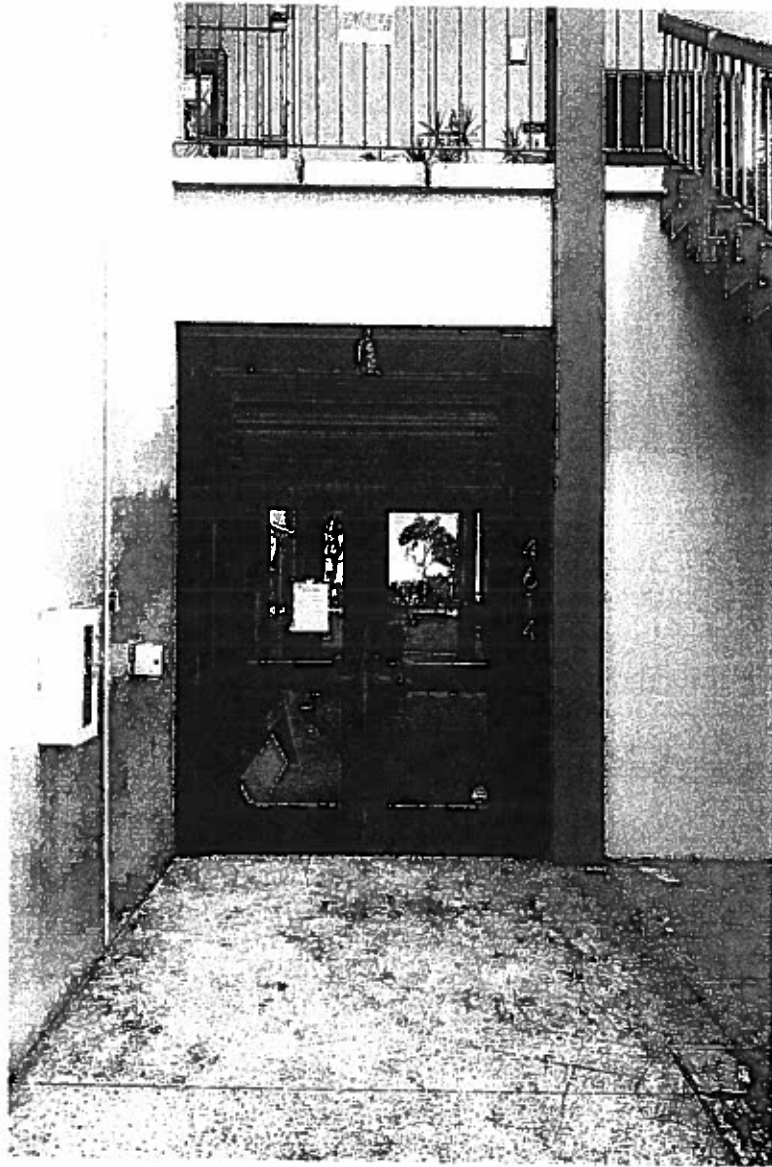


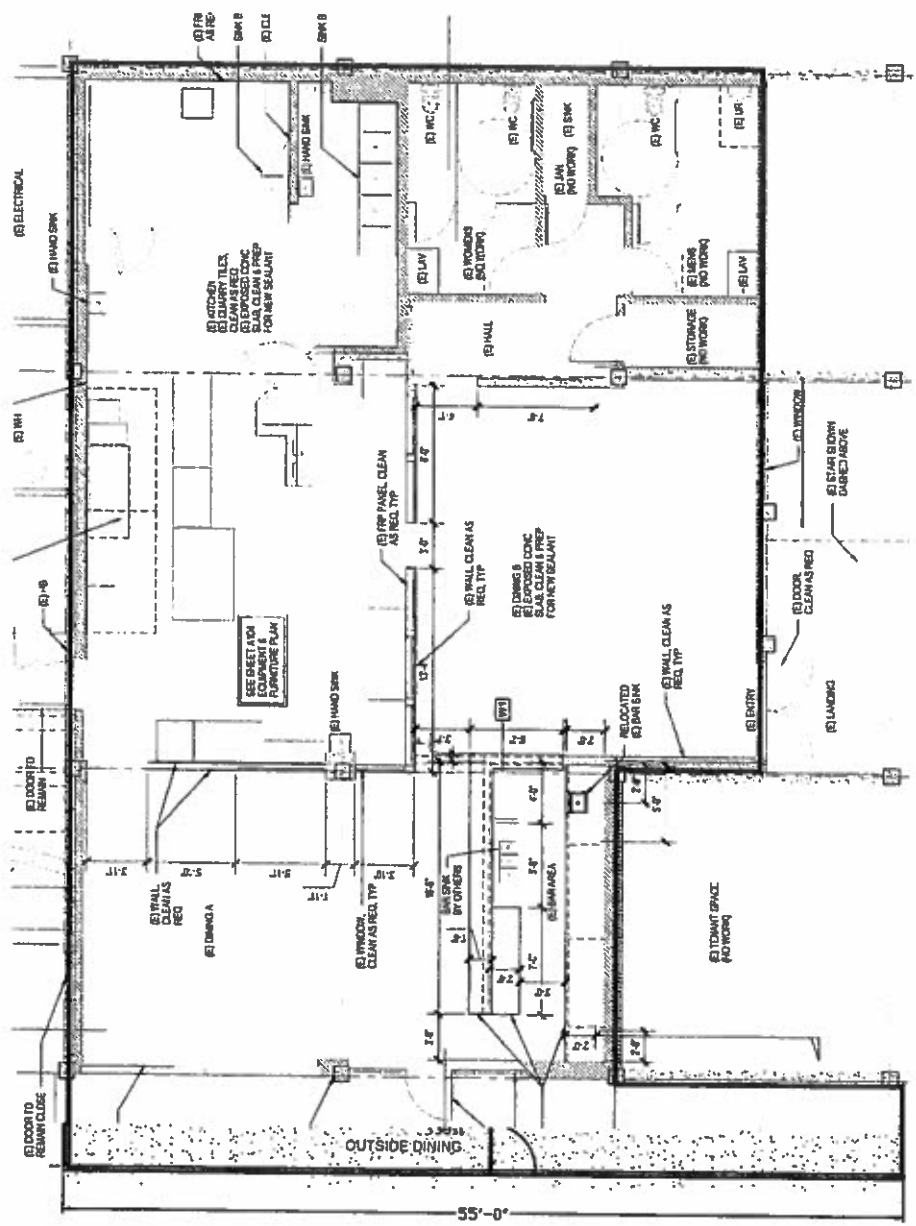
EXHIBIT B1

LIQUOR COMMISSION
C.A.C. OF HONOLULU

20 JUL 12 P 12:15



8' 4' 0' 8'
SCALE: 1/8"=1'-0"



FLOOR PLAN

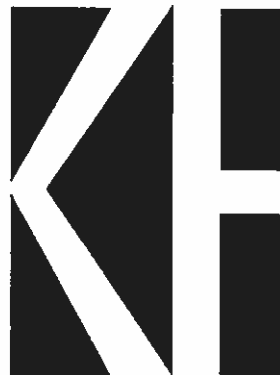
Scale: 1/8"=1'-0"

EXHIBIT B2

CONFIDENTIAL

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LIQUOR COMMISSION
C&C OF HONOLULU

2019 JUL 13 PM 4:00



Kapa Hale

Cooking with a seasonal menu of elegant dishes with passion and rustic influences that showcase the restaurant's relationship with the community, local farmers & purveyors

Preview

Prepared July 2019

Contact Information

Keaka Lee

Keaka@kapahale.com

808-497-3733

www.KapaHale.com

Honolulu, HI

EXHIBIT C

Kapa Hale

RECEIVED
LIQUOR COMMISSION
CITY OF HONOLULU

2013 FEB 13

Executive Summary

This is Kapa Hale's initial statement to Investors. This restaurant business plan is a candid disclosure of the Kapa Hale Limited Liability Company (Kapa Hale) business proposal- our intent is to set realistic business expectations and eliminate any questions about the profitability of this business venture.

Kapa Hale is a modern take on Hawaii Regional Cuisine (HRC). HRC is a style of cooking which blends Hawaii's diverse, ethnic flavors with cuisines of the world. Kapa Hale will help continue to define Hawaii's Cuisine on a global scale. Kapa Hale will be Hawaii's new neighborhood eatery located in the Waialae-Kahala District. Inspired by Hawaiian, American, European & Asian flavors, we will be incorporating the stories from local farmers and the fresh produce from Hawaii. Kapa Hale will have a chef driven concept, where restaurant owner & chef Keaka Lee and his team will design all the items on the menu based on flavor, creativity, and execution. Kapa Hale will offer an experience that Waialae-Kahala is missing. This experience will draw our guests to the restaurant once or twice a week because of the versatility and diverse menu items.

We will provide a vegetable forward eatery that matches the way people eat today. By incorporating clean and classic flavors into our food and beverages we will offer access to healthier options. We will serve fresh vegetables, seafoods and unique cuts of meat from the islands and around the world.

Kapa is traditional Hawaiian bark cloth made from the vast fibers of certain species of trees and shrubs in the Hawaiian Islands. After the laborious process of creating Kapa, linear and cross elements are joined with the Kapa to create patterns that invoke feelings of boldness and directness. An empty plate reminds us of a blank canvas (like Kapa) in which we will place food on the plate to create similar patterns and unique designs.

Living in Hawaii, we are restrained by many limitations, but we also have the opportunity to thrive. The food industry can and should do more to support our local communities. We can connect guests with our local market by providing meals using as much locally grown products and educating our community of where our food comes from.

Kapa Hale will feature an outstanding HRC menu with a touch of American, European & Asian influence in an upscale and cozy atmosphere. The menu is inspired from different cuisines and specialties that will appeal to a wide and varied clientele. Kapa Hale will attempt to source as much local product as possible.

EXHIBIT C

12 MAY 13 PM 4:09

Press:

Meet the New Leaders of Four Hale 'Aina Award-Winning Restaurants

GET TO KNOW THE TALENTED CHEFS BEHIND SOME OF YOUR FAVORITE DISHES.

BY MARI TAKETA PUBLISHED: 2018.01.24 08:55 AM

Keaka Lee

THE PIG & THE LADY

HONOLULU®
M A G A Z I N E



KEAKA LEE, CHEF DE CUISINE, THE PIG & THE LADY

At Chinatown's The Pig & The Lady, the Hale 'Aina Best O'ahu Restaurant winner known for bold, Vietnamese-inspired global cooking and the outsized personality of founding chef Andrew Le, the most striking thing about Keaka Lee is his quietness. Lee is so self-effacing that people don't realize that he's worked in five Michelin-starred kitchens—San Francisco's Benu (three stars), New York's Le Bernardin (three stars), Eleven Madison Park (three stars), Café Boulud (one star) and Gramercy Tavern (one star). Or that he started his cooking career at Chuck E. Cheese. Or that he's been running the kitchen as The Pig & The Lady's chef de cuisine for the past year and a half.

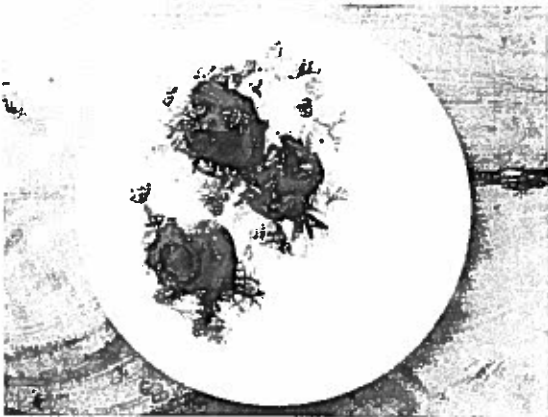
"Keaka brings a quiet competence to the kitchen," Le says. "He has a professionalism that is really, really good in a kitchen like this because my team is a bunch of kids, very young, lots of potential. But we don't have the same experience as Keaka—myself included. All the special events that happen upstairs, operating [the restaurant], he's got it down. It allows me to always be in a state of inspiration and in a creative mode. I feel pretty lucky."

Lee came home from New York in the summer of 2016 and was immediately scouted by several top restaurants. He clicked with Le, he says, because "he's a great guy. I could see that we could definitely work together and help push Hawai'i's cuisine. We have different palates, but for the most part that's not a bad thing because we can create different dishes that people have never tasted before."

**"Keaka brings a quiet competence to the kitchen."
— Andrew Le, executive chef, The Pig & The Lady**

The menu at The Pig & The Lady—which also won silver awards for Best Business Lunch and Best Cocktail—is apt to include such dishes as sausages of pork and octopus stuffed in wild betel leaves, or Kurobuta pork chops in a fig char siu sauce with pickled strawberries. The menu changes all the time, but it's reliably meaty. With Lee in the kitchen, vegetables get more play in softer, subtler ways. That was one

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of the takeaways from Gramercy Tavern's elevated-rustic New American style—how to play up the delicacy of overlooked ingredients. "There's this one dish that really stands out," Lee says. "It's a smoked trout. It had three variations on cipollini onions: pickles, a marmalade and a purée. It just blew me out of the water, seeing how three simple treatments of the same ingredient could elevate a smoked trout dish."

Probably nothing illustrates better the yin-yang complementarity he brings to Pig than the first dish Lee made there: a salad. It rimmed the platter like an edible haku lei—tufts of baby greens, soft herbs and sugar snap peas dotted with pickled strawberries and cauliflower-

seaweed foam and sprinkled with Kona coffee crumble.

One more thing about Lee: He sees cooking as a competition—against himself. This drive landed him on the first team of Hawai'i students to win the nationwide American Culinary Federation competition. It drove him to seek a job with Gavin Kaysen, who competed for the U.S. in the Bocuse d'Or cooking contest. And it spurred him to move on after he felt he'd plateaued at Red Lobster, 3660 on the Rise, Alan Wong's and Benu. At Pig, Lee, only 32, is in his first chef de cuisine role. He's worth watching.

So this happened at Piggy Smalls Sunday night. Here's what Obama ate
March 2018



For Pig and the Lady chef Keaka Lee, it was the fifth time cooking for Obama after 3660 On the Rise, Alan Wong's, Gramercy Tavern in New York and the 2011 APEC conference in Hawaii.

FROLIC

HAWAII

The Pig and The Lady **EATER**

A Chinatown gem whose Vietnamese-inspired global fare draws crowds of regulars, tourists, and celebrities alike, Pig catalyzed the transformation of a deserted-after-5 p.m. district into the city's hottest restaurant neighborhood when it opened in 2013. Andrew Le and Keaka Lee's dishes are outwardly bold and irreverent, but reveal subtle, sophisticated layering of soft and crunchy, sweet and sour, spicy and salty, hot and cold.

Kapa Hale

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Grilled betel leaf sausages stuffed with braised Spanish octopus and lemongrass minced beef, and Kauai shrimp spaghetti in shrimp-head butter with shishito peppers and preserved lemon zest are here one month, gone the next on a constantly changing menu. —MT

What is Hawaii Regional Cuisine?

Hawaii Regional Cuisine (HRC) refers to a style of cooking and the group of chefs who developed and advocated for it as a distinct Hawaiian fusion style. The cuisine draws from local ingredients (including seafood, beef and tropical foods), and is a fusion of ethnic culinary influences. The cuisine style was developed by a group of twelve chefs: Alan Wong, Amy Ferguson Ota, Beverly Gannon, Gary Strehl, George Mavrothalassitis, Jean-Marie Josselin, Mark Ellman, Peter Marriman, Philippe Padovani, Roger Dikon, Roy Yamaguchi, Sam Choy.

The development of HRC was a coordinated effort to move away from ingredients shipped over long distances and preparations that copied continental recipes even when they were not well suited to conditions in Hawaii. Rather, the group hoped to promote locally sourced ingredients in the hospitality industry while simultaneously informing the world about cuisine in Hawaii. The goal of the group was to link local ranchers, fishermen and farmers with chefs and business in the hospitality and restaurant industry to develop HRC as a reflection of the community.

What Cuisine will be served at Kapa Hale?

Kapa Hale will be part of the new wave of modernized cooking in Hawaii today. It is generally a type of fusion cuisine which assimilates flavors from the melting pot of traditional HRC cooking techniques mixed with foreign and sometimes molecular gastronomy components. There has already been in movement for HRC with the next generation of chefs. Chef's like Keaka Lee has spent time training in New York City. This is where he will combine the melting pot of cultures in the Atlantic with the melting pot of cultures of the Pacific. This will create the new experience served at Kapa Hale.

Location

Kapa Hale will be located in the Waialae-Kahala District on the island of Oahu at 4614 Kilauea Avenue, Suite 102 Honolulu, Hawaii 96816. This property has 2,780 sq/ft with customer parking and near by street and mall parking.

Kapa Hale will be a great fit with the Waialae-Kahala community. The district will have much to offer and the people that it draws expect a place where they will get the best of everything. Kapa Hale will offer a new chef driven dining concept to the area. Chef Keaka Lee will design all the items on the menu with is innovated culinary talents using specifically sourced ingredients. The elegant atmosphere, our excellent food and our friendly staff will stand out and make a name in East Honolulu and Hawaii.

Internship Program

Kapa Hale aims to provide an opportunity for young local students interested in culinary a culinary internship program for Kamehameha Schools & the University of Hawaii Culinary Institute of the Pacific. We believe it is important to support our future and the next generations to come. We will be able to provide a unique and valuable real-life work experience to help everyone learn and grow.



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Sustainable Practices

Kapa Hale will source as much local as possible. We will have a calculated balance of ingredients to sustain locally grown products verses getting from abroad.

Chefs are the most qualified people on the planet to talk about food, not only in terms of flavors, but the chemistry behind the ingredients they use. In their constant quest for better ingredients, they spur farming best practices to enhance nutritional value, increase efficiency, and get healthy foods to people in the areas of the world most affected by hunger.

As a Chef, it is our responsibility to take steps needed to protect the world around us by reducing food waste and improve sustainability, which helps everyone by protecting the environment. Part of the sustainable movement is buying as much local as possible.

I always say that I'm a chef and I understand perfectly that my day-to-day job is to make guests happy, but I also like the fact that there is another cuisine that is cooking for a better future. We are pushing sustainability, healthy eating and social responsibility.

Rotating Artistry

The restaurant will strive to have paintings, drawings, sculptures, etc. from ambitious students and local artists interested in the Hawaiian or Hawaii's culture. Every quarter the restaurant will feature new artists and their work. This will give our local artists an opportunity to show their work in a friendly and exciting atmosphere. We will allow our guest to purchase the art pieces. All, but 10% of art sales will be given to the artist. The 10% of sales of the art will be donated to programs at the Honolulu Museum of Art and local college art departments.

Hospitality

Kapa Hale hospitality will be unique to Waialae-Kahala district. With creative food, and a high standard style of hospitality that will make everyone feel welcome and special. Our food products will be of the freshest quality and prepared with sensitivity and care. We will 'go beyond' to satisfy our guests. We will make menu changes every quarter, but will keep 'the house favorites/signatures.' Portions will be modestly sized with an attractive presentation and feeling of great value.

Kapa Hale's wine list will be modest in size and primarily focused on wines from California, France, Germany, Spain, and Italy. At least 25% will be exclusively available by the glass and the remaining labels will be available by the bottle. We will also feature local spirits & beers. The comfortable softly lit bar features a comprehensive selection of fun and exciting cocktails with a farm to glass take and a well balance of homemade bitters and twists.

The staff will be knowledgeable about the menu, but also able to highlight the local products and the collaboration with the farmers and the restaurant. Opportunities for the staff will be provided to visit local farms and to participate in purveyor tours. Our creative talents will complement one another. The restaurant staff will offer a warm and comforting service in a cozy atmosphere and offer customers an exceptional experience.

Kapa Hale

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Hours of Operation:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Brunch	x	x	x	x	x	7:00 AM- 2:30 PM	7:00 AM - 2:30 PM
CAFE	CLOSE	10:30 AM- 2:30 PM	10:30 AM- 2:30 PM	10:30 AM- 2:30 PM	10:30 AM- 2:30 PM	x	X
Dinner	5:00 PM - 9:00 PM	5:00 PM - 9:00 PM	5:00 PM - 9:00 PM	5:00 PM - 9:00 PM	5:00 PM - 9:30 PM	5:00 PM - 9:30 PM	5:00 PM - 9:00 PM

(all orders will be collected near the closing times or last seating's)

Brunch: Kapa Hale will serve brunch on Saturday and Sunday. The bar will serve specialty cocktails for brunch.
(Full sit-down service)

Cafe/Lunch: Kapa Hale will serve Lunch Tuesday - Friday <Open seating; guests may come and go as they please.>
(Café Style: Order your food from the host stand and seat yourself)

Dinner: Kapa Hale will serve Dinner every day of the week from 5:00 PM - 9:00 PM or 9:30 PM. The closing times
<subject to change> The bar will serve specialty cocktails, beer, & wine.
(Full sit-down service)

We will be open ~363 days a year. We will close on Thanksgiving Day and Christmas Day.

Kapa Hale

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Sales Detail

Sunday (7:00 am - 6:00 pm)				Monday (7:00 am - 6:00 pm)				Tuesday (7:00 am - 6:00 pm)				Wednesday (7:00 am - 6:00 pm)				Thursday (7:00 am - 6:00 pm)				Friday (7:00 am - 6:00 pm)				Saturday (7:00 am - 6:00 pm)			
Item	Qty	Unit	Price	Item	Qty	Unit	Price	Item	Qty	Unit	Price	Item	Qty	Unit	Price	Item	Qty	Unit	Price	Item	Qty	Unit	Price	Item	Qty	Unit	Price
Food	100	\$	20.00	Food	0	\$	0.00	Food	30	\$	20.00	Food	30	\$	20.00	Food	30	\$	20.00	Food	30	\$	20.00	Food	30	\$	20.00
Beverage	50	\$	10.00	Beverage	0	\$	0.00	Beverage	10	\$	10.00	Beverage	10	\$	10.00	Beverage	10	\$	10.00	Beverage	10	\$	10.00	Beverage	10	\$	10.00
Liquor	0	\$	0.00	Liquor	0	\$	0.00	Liquor	0	\$	0.00	Liquor	0	\$	0.00	Liquor	0	\$	0.00	Liquor	0	\$	0.00	Liquor	0	\$	0.00
Tax	0	\$	0.00	Tax	0	\$	0.00	Tax	0	\$	0.00	Tax	0	\$	0.00	Tax	0	\$	0.00	Tax	0	\$	0.00	Tax	0	\$	0.00
Total	150	\$	30.00	Total	0	\$	0.00	Total	40	\$	30.00	Total	40	\$	30.00	Total	40	\$	30.00	Total	40	\$	30.00	Total	40	\$	30.00
Sunday (6:00 pm - 12:00 am)				Monday (6:00 pm - 12:00 am)				Tuesday (6:00 pm - 12:00 am)				Wednesday (6:00 pm - 12:00 am)				Thursday (6:00 pm - 12:00 am)				Friday (6:00 pm - 12:00 am)				Saturday (6:00 pm - 12:00 am)			
Food	0	\$	0.00	Food	70	\$	10.00	Food	70	\$	10.00	Food	70	\$	10.00	Food	70	\$	10.00	Food	70	\$	10.00	Food	70	\$	10.00
Beverage	0	\$	0.00	Beverage	0	\$	0.00	Beverage	0	\$	0.00	Beverage	0	\$	0.00	Beverage	0	\$	0.00	Beverage	0	\$	0.00	Beverage	0	\$	0.00
Liquor	0	\$	0.00	Liquor	0	\$	0.00	Liquor	0	\$	0.00	Liquor	0	\$	0.00	Liquor	0	\$	0.00	Liquor	0	\$	0.00	Liquor	0	\$	0.00
Tax	0	\$	0.00	Tax	0	\$	0.00	Tax	0	\$	0.00	Tax	0	\$	0.00	Tax	0	\$	0.00	Tax	0	\$	0.00	Tax	0	\$	0.00
Total	0	\$	0.00	Total	70	\$	10.00	Total	70	\$	10.00	Total	70	\$	10.00	Total	70	\$	10.00	Total	70	\$	10.00	Total	70	\$	10.00
Sunday (12:00 am - 7:00 am)				Monday (12:00 am - 7:00 am)				Tuesday (12:00 am - 7:00 am)				Wednesday (12:00 am - 7:00 am)				Thursday (12:00 am - 7:00 am)				Friday (12:00 am - 7:00 am)				Saturday (12:00 am - 7:00 am)			
Food	0	\$	0.00	Food	0	\$	0.00	Food	0	\$	0.00	Food	0	\$	0.00	Food	0	\$	0.00	Food	0	\$	0.00	Food	0	\$	0.00
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Total	0	\$	0.00	Total	0	\$	0.00	Total	0	\$	0.00	Total	0	\$	0.00	Total	0	\$	0.00	Total	0	\$	0.00	Total	0	\$	0.00
Sunday (7:00 am - 12:00 pm)				Monday (7:00 am - 12:00 pm)				Tuesday (7:00 am - 12:00 pm)				Wednesday (7:00 am - 12:00 pm)				Thursday (7:00 am - 12:00 pm)				Friday (7:00 am - 12:00 pm)				Saturday (7:00 am - 12:00 pm)			
Food	0	\$	0.00	Food	0	\$	0.00	Food	0	\$	0.00	Food	0	\$	0.00	Food	0	\$	0.00	Food	0	\$	0.00	Food	0	\$	0.00
Beverage	0	\$	0.00	Beverage	0	\$	0.00	Beverage	0	\$	0.00	Beverage	0	\$	0.00	Beverage	0	\$	0.00	Beverage	0	\$	0.00	Beverage	0	\$	0.00
Liquor	0	\$	0.00	Liquor	0	\$	0.00	Liquor	0	\$	0.00	Liquor	0	\$	0.00	Liquor	0	\$	0.00	Liquor	0	\$	0.00	Liquor	0	\$	0.00
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Total	0	\$	0.00	Total	0	\$	0.00	Total	0	\$	0.00	Total	0	\$	0.00	Total	0	\$	0.00	Total	0	\$	0.00	Total	0	\$	0.00
Sunday (12:00 pm - 7:00 pm)				Monday (12:00 pm - 7:00 pm)				Tuesday (12:00 pm - 7:00 pm)				Wednesday (12:00 pm - 7:00 pm)				Thursday (12:00 pm - 7:00 pm)				Friday (12:00 pm - 7:00 pm)				Saturday (12:00 pm - 7:00 pm)			
Food	0	\$	0.00	Food	0	\$	0.00	Food	0	\$	0.00	Food	0	\$	0.00	Food	0	\$	0.00	Food	0	\$	0.00	Food	0	\$	0.00
Beverage	0	\$	0.00	Beverage	0	\$	0.00	Beverage	0	\$	0.00	Beverage	0	\$	0.00	Beverage	0	\$	0.00	Beverage	0	\$	0.00	Beverage	0	\$	0.00
Liquor	0	\$	0.00	Liquor	0	\$	0.00	Liquor	0	\$	0.00	Liquor	0	\$	0.00	Liquor	0	\$	0.00	Liquor	0	\$	0.00	Liquor	0	\$	0.00
Tax	0	\$	0.00	Tax	0	\$	0.00	Tax	0	\$	0.00	Tax	0	\$	0.00	Tax	0	\$	0.00	Tax	0	\$	0.00	Tax	0	\$	0.00
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EXHIBIT C

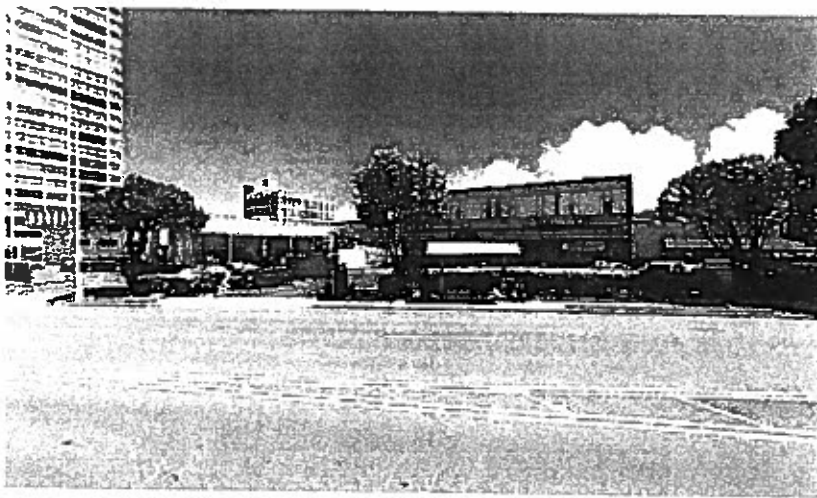
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CONFIDENTIAL - DO NOT DISSEMINATE. This business plan contains confidential, trade-secret information and is shared only with the understanding that you will not share its contents or ideas with third parties without the express written consent of the plan author.

Google Maps 4614 Kilauea Ave



Map data ©2021, Map data ©2021 200 ft



4614 Kilauea Ave

Honolulu, HI 96816
Building



Directions



Save



Nearby



Send to your
phone



Share

Photos

LICENSING INVESTIGATIVE REPORT

DATE: March 15, 2021

SUBJECT: Transfer Application No. 21-22535 from NOODS Ramen Bar Inc. dba NOODS Ramen Bar Inc., Restaurant General (Category 1: Standard), for the transfer of business & license, from BIFA Seafood, Inc. dba BIFA Seafood, Inc., and for a change of the trade name to NOODS Ramen Bar Inc., located at 3611 Waiālae Avenue, (current location of BIFA Seafood, Inc., (R1229-Active))

CORPORATE STRUCTURE:

Noods Ramen Bar Inc.: Incorporated under the laws of the State of Hawaii and registered on April 21, 2020, an existing corporation in good standing and authorized to transact business. The sole officer/director & shareholder is:

	<u>Title</u>	<u>Shares</u>	<u>Interest</u>
NISHIZAWA, Blane	P/VP/S/T/D	100	100%

See **Exhibit A**, for biographical background information of NISHIZAWA, Blane. CJIS check was negative of any felony conviction.

FINGERPRINT:

Will be scheduled according to LUKE.

Attorney Wayne Luke been appointed Authorized Agent by the applicant, via Notification of Authorized Agent form LIQ-LIC-106.

FINANCIAL STATEMENTS FOR NOODS RAMEN BAR INC., DBA NOODS RAMEN BAR INC. AS OF AUGUST 31, 2020:

Financial Statement of the applicant, dated August 1, 2020, was submitted to the Commission on November 6, 2020, and certified by the applicant to be substantially correct.

TEMPORARY APPLICATION FILED:

Temporary application #21-22536 was approved on December 3, 2020.

LICENSE IN EFFECT FOR MORE THAN ONE YEAR:

Liquor Commission records reveal that the current Restaurant General license has been in effect since February 15, 2017.

ASSIGNMENT OF INTEREST:

An Assignment of Interest dated October 12, 2020, via authorized agent and attorney Wayne Luke; "For valuable consideration, Bifa Seafood, Inc. assigns Liquor License R1229 at 3611 Waialae Avenue, to Noods Ramen Bar Inc."

Purchase Price and Payment: A copy of the statement made by applicant dated January 20, 2021, received by Commission on March 9, 2021, for a Purchase that was done back on **April 13, 2020**.

According to the authorized agent, Wayne Luke, the sole officer/director paid Bifa Seafood, Inc. ("Seller") of **\$80,000.00** for the lease of the licensee located at 3611 Waialae Avenue, Honolulu.

See **Exhibit B**, copy of the statement made by applicant.

DESCRIPTION OF THE PREMISES:

Location: The licensed premises occupies approximately 1,570 square feet of space in a two-story wood/concrete building; approximately 70 feet Makai-ewa from Waialae Avenue and Koko Head Avenue junction.

Details of the Premises: The irregular shaped premises has a frontage of 21'.10" and a depth of 63'.3".

- a. Main entrance on the KKHD-side of the premises
- b. Kitchen occupies 370 square feet on the Makai-ewa side.
- c. Main dining occupies approximately 465 square feet of space.
- d. Walk in reefer & freezer are against the Makai wall.
- e. Separated restrooms are within the licensed premises.

Parking: street parking and metered stalls within the area.

See **Exhibit C1 & C2**, photo and floor plan

REASON FOR TRANSFER:

A Business opportunity for both Seller and Buyer.

OTHER RELEVANT MATTERS THAT MAY AFFECT THE ISSUANCE OF THE LICENSE:

Kind of business: A casual Japanese restaurant specializing in Japanese ramen along with various spiced broth, potage and chowder; in addition to alcoholic beverages.

Business Hours: Open Daily from 11 am to 9 pm daily
A total of 10 part-timers, 4 full-timers and 3 managers.

Lease: An Indenture of Lease dated April 13, 2020, by and between PAN FAMILY LTD. PARTNERSHIP ("Landlord"), and NOODS RAMEN BAR ("Tenant").

Term: The lease shall be for five (5) years; commencing on April 13, 2020 and ending on midnight, December 31, 2024.

LIQUOR LICENSE INTERESTS:

Station Bar & Lounge LLC (E1500)
1726 Kapiolani Blvd., Suite 102, Honolulu
12/01/2011 to 06/30/2016

Osoyami LLC (E1589)
1820 Algaroba Street, Honolulu
05/05/2015 to 06/30/2021

PENDING OR HISTORY OF VIOLATIONS:

Station Bar & Lounge LLC (E1500)
According to the LCIS, applicant was cited and fined (\$850);
Sale, Service or Consumption Before/After Hours of Business, 7/19/2012.

Osoyami LLC (E1589)
According to the LCIS, applicant was cited and fine \$400.00 within the past
2 years for Gross Sales Reports & Employee Records.

See **Exhibit D**, copies of LCIS


ZONING CLEARANCE:

**A VALID ZONING CLEARANCE MUST BE RECEIVED BEFORE
A LIQUOR LICENSE IS ISSUED.**

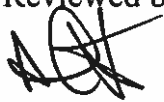

OPINION:

Statutory requirements has not been met for the filing of this application.

Business was transferred prior to commission approval.


Homer Tamapua
Licensing Investigator

Reviewed by:


Daniel Sato
Supervising Investigator 

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PERSONAL HISTORY AND AFFIDAVIT

Rule 3-83-53.1

2011-01-16 P 3:51

NAME Nishizawa, Blane Teiichi SOCIAL SECURITY NO. _____
Last, First Middle Maiden
HOME ADDRESS _____ APT. NO. _____ TELEPHONE NOS.: _____
HOME (____) _____
BUS. (808) 888-2115
CITY _____ STATE _____ ZIP CODE _____
PLACE OF BIRTH _____ DATE OF BIRTH _____ AGE _____ MARITAL STATUS _____
(City, State) (MM / DD / YYYY)
NO. OF YEARS COMPLETED IN HIGH SCHOOL 4 YEAR COMPLETED 98 NAME OF SCHOOL Aiea High School Aiea, HI
(include City and State)
NO. OF YEARS COMPLETED IN COLLEGE 4 YEAR COMPLETED 03 NAME OF COLLEGE University of Hawaii Honolulu, HI
(include City and State)
OTHER EDUCATION _____

CITIZENSHIP* _____ DATE ARRIVED IN HAWAII (if applicable) _____
*(If not a U.S. citizen, indicate type of Visa, or Resident Alien Card No., or Immigration Department No.)

EMPLOYMENT RECORD (from the time school was completed to present):

FROM MONTH/YEAR	TO MONTH/YEAR	POSITION	EMPLOYER	LOCATION
98	00	stock	Daiei	Waipahu
00	01	crew	McDonalds	Aiea
01	04	server	Gyotaku	Pearl City
04	13	server/manager	Ocean House	Waikiki
10	15	owner	Station Bar & Lounge	Honolulu
14	current	owner	Osoyami Bar & Grill	Honolulu
20	current	owner	Noods Ramen Bar	Honolulu

(If additional space is needed, please use reverse side)

List your experience in the liquor industry: Worked as a manager/server/bar at Ocean House for 9 Years. Owned Statton Bar & Lounge for 5 years. Currently own Osayumi Bar & Grill 5 years.

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Will you devote time to manage the subject business? ☒ Yes ☐ No

If answer is "YES", will it be ☒ Full time, or ☐ Part-time?

I, Blane Nishizawa, of _____
(Full Street Address, City, State, Zip)

being first duly sworn, deposes, and says, that the above information is true and correct and that I (☐ have/ ☒ have not) been convicted of any felony charge.

Blane Nishizawa

Signature



FOR NOTARY USE ONLY

STATE OF HAWAII
City and County of Honolulu } SS.

On this 2nd day of JULY, in the year of 2020, personally appeared BLANE NISHIZAWA who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the foregoing instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the aforementioned instrument the person, or the entity upon behalf of which the person(s) acted, executed the aforementioned instrument in free act and deed

Blane Nishizawa
Signature of applicant(s) before Notary

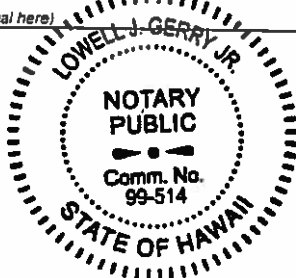
Subscribed and sworn to before me this:

2nd day of JULY, 2020

Lowell J. Gerry, Jr.
Signature of Notary
Print Name
Notary Public, State of Hawaii

My commission expires MAY 11, 2024

(Place Notary Stamp or Seal here)



NOTARY CERTIFICATION

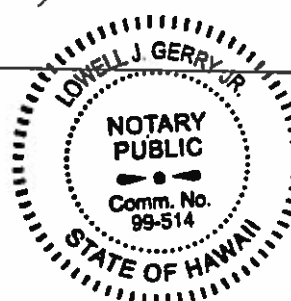
Date of Doc: 7/2/20 # of Pages: 2

Notary Name: Lowell J. Gerry, Jr. FIRST Circuit

Doc. Description: PERSONAL HISTORY AND AFFIDAVIT

Lowell J. Gerry, Jr.
Notary Signature
Date: 7/2/20

(Place Notary Stamp or Seal here)




HONOLULU LIQUOR COMMISSION
1505 KALANOAU AVENUE
HONOLULU, HI 96813

2021 MAR -9 AM 7:36

TO: Honolulu Liquor Commission
FROM: Blane Nishizawa

This is to advise you that I purchased the lease to the premises at 3611 Waialae Avenue,
Honolulu, Hawaii , 96816 and Liquor License R1229 from Bifa Seafood, Inc. on April 13, 2020 for
\$80,000.


Blane Nishizawa

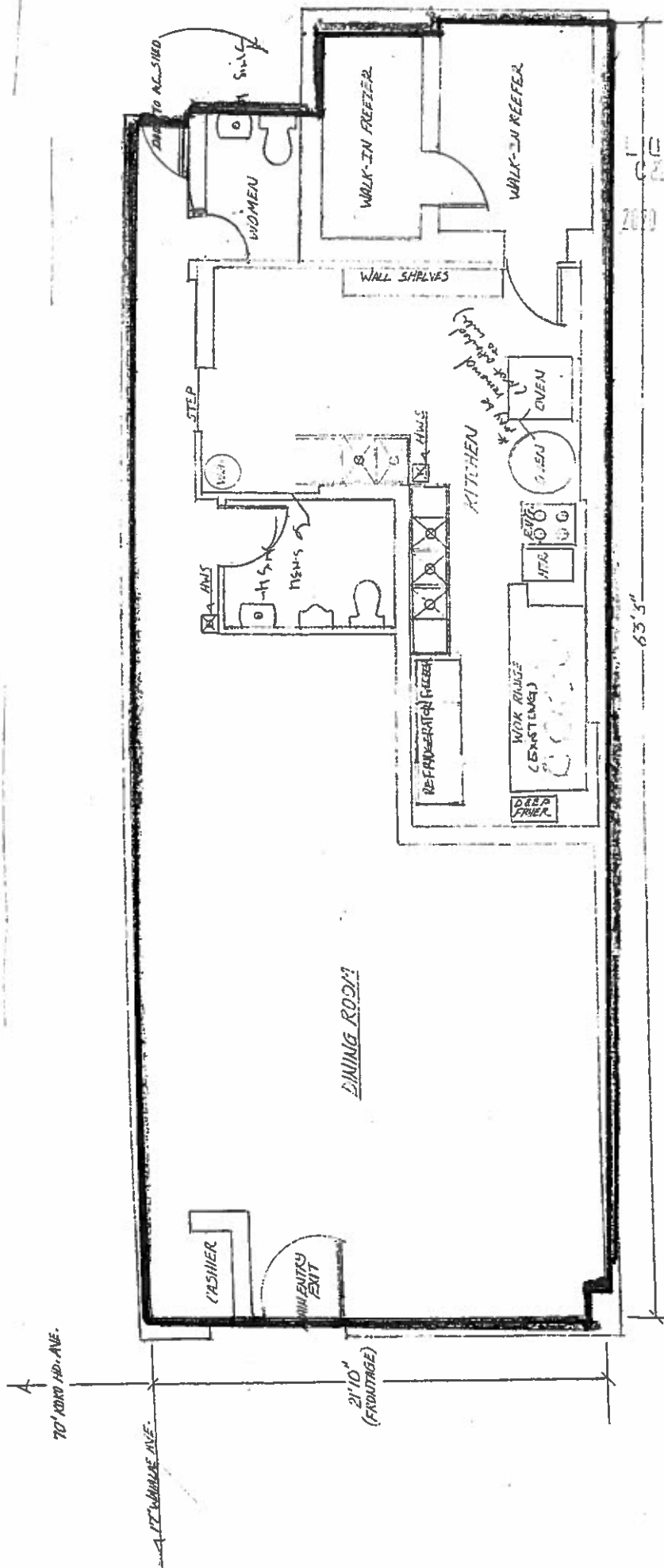
01/20/21
Date

RECEIVED
LIQUOR COMMISSION
C&C OF HONOLULU

2020 NOV -6 P 3: 52



EXHIBIT C1



RECEIVED
LIQUOR COMMISSION
CZC OF HONOLULU
200 NOV -6 P 3 51

3611 Waiālae Avenue
Honolulu, HI 96816
TMK: 3-2-006:023
Scale: 1/4" = 1' - 0"
Seating Capacity: 52

EXHIBIT C2

HISTORY OF VIOLATIONS

Violation Date: 11/20/2011 to: 11/20/2020

LICENSE: E1500

STATION BAR & LOUNGE LLC
1726 KAPIOLANI BLVD, SUITE 102

<u>NOTICETYPE</u>	<u>NOTICE NUMBER</u>	<u>VIOLATION DATE</u>	<u>SECTION/RULE</u>	<u>CASE NUMBER</u>	<u>DISPOSITION</u>	<u>DUE DATE</u>	<u>AMOUNT FINED</u>
VIOLATION	01782	08/02/2016	3-81-17.54(c)	2016-0486	REPRIMANDED		*
WARNING	20057	02/11/2015	3-84-78.03(b)				*
VIOLATION	22584	07/19/2012	3-82-38.20(a)	2012-0290	FINED	03/21/2013	850.00 *
WARNING	22516	04/05/2012	3-82-38.4(a)				*

Records printed: 4

EXHIBIT D

HISTORY OF VIOLATIONS

Violation Date: 11/20/2014 to: 11/20/2020

LICENSE: E1589

OSOYAMI LLC
1820 ALGAROBAST

<u>NOTICETYPE</u>	<u>NOTICE NUMBER</u>	<u>VIOLATION DATE</u>	<u>SECTION/RULE</u>	<u>CASE NUMBER</u>	<u>DISPOSITION</u>	<u>DUE DATE</u>	<u>AMOUNT FINED</u>
VIOLATION	27268	11/30/2019	3-82-38.20(b)	2019-0427			
VIOLATION	01894	08/01/2018	3-81-17.54(c)	2018-0323	FINED	01/30/2019	150.00 *
WARNING	26209	07/22/2018	3-82-38.2				*
WARNING	26210	07/22/2018	3-82-38.5(c)				*
VIOLATION	25974	04/27/2018	3-82-38.4(c)	2018-0176	FINED	02/21/2019	250.00 *
WARNING	25777	02/04/2018	3-84-72.2				*
VIOLATION	25723	06/30/2017	3-82-38.22(b)	2017-0295	FINED	05/30/2018	500.00 *

Records printed: 7

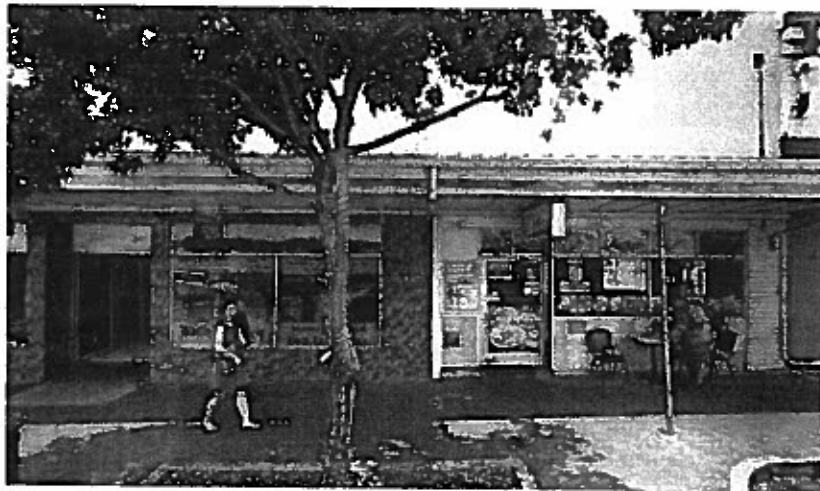
EXHIBIT D

Printed: 11/20/2020 12:20PM

* - Denotes fine paid

CA: nm,nm - Denotes amount of fine collected by collection agency

Google Maps 3611 Waialae Ave



3611 Waialae Ave

Honolulu, HI 96816



Directions



Save



Nearby



Send to your
phone



Share

Photos

LICENSING INVESTIGATIVE REPORT

DATE: March 15, 2021

SUBJECT: New Liquor License Application No. 19-16461 from Pesca Waikiki Beach Inc. dba Pesca Waikiki Beach Inc., Restaurant General (Category 2: Music/ Dancing) license, at the former location of Tri-Star Restaurant Group III, LLC dba Sarento's Top of the I, located at 1777 Ala Moana Boulevard Sky Room 30A/30B, Honolulu

NOTIFICATION OF AUTHORIZED AGENT:

In form LIQ-LIC-106, Notification of Authorized Agent, dated June 10, 2020 and received by the commission June 15, 2020, Pesca Waikiki Beach Inc., authorizes Neal Gota to represent them in all liquor related matters.

CORPORATE STRUCTURE:

Pesca Waikiki Beach Inc.: was incorporated under the laws of the State of Hawaii on October 14, 2019, the corporation is authorized to issue 1,000,000 shares, of which 500,000 are currently outstanding and issued.

The Officers, Directors, and Stock holders:

		<u>Shares</u>	<u>Percent</u>
Masanori Watanabe	D		0%
Takashi Yoshida	VP/S/D		0%
Wolfgang Zwiener	D		0%
Peter Zwiener	P/VP/D		0%
Tamahime USA, Inc.	SH	250,000	50%
Fish Mundo Corp.	SH	250,000	50%
	Total	500,000	100%

Tamahime USA, Inc.: was incorporated under the laws of the State of Hawaii on August 8, 2018. The Officers, Directors, and Stock holders are:

		<u>Percent</u>
Masanori Watanabe	P/D	0%
Takashi Yoshida	S/D	0%
Minetake Kato	VP/D	0%

CORPORATE STRUCTURE-CONTINUED:

Tamahime USA, Inc. continued:

		<u>Percent</u>
Itsuki Saito	T/D	0%
Yukifumi Yasada	T/D	0%
Masatake Kanda	D	0%
Bellco Inc.	SH	14.29%
Memoire Inc.	SH	14.29%
VIP CO., Ltd.	SH	14.29%
Suncelmo Co., Ltd.	SH	14.29%
Keihangojocenter Co., Ltd.	SH	14.29%
Memolead Co., Ltd.	SH	7.15%
Memolead Co., Ltd. (Nagasaki)	SH	7.15%
AlphaClub Musashino Co., Ltd.	SH	4.71%
Alphaclub Co., Ltd. (Toguchi)	SH	4.85%
<u>Alphaclub Co., Ltd. (Fukushima)</u>	<u>SH</u>	<u>4.71%</u>
Total		100%

Fish Mundo Corp.: was incorporated under the laws of the State of Delaware on October 9, 2019. The sole Officers, Directors, and Stock Holders is:

		<u>Percent</u>
<u>Peter Zwiener</u>	<u>P/S/T/D/SH</u>	<u>100%</u>
Total		100%

For further details of the principals, see **Exhibits A** for biographical information. CJIS Computer System checks are negative for felony convictions. FBI checks for Peter Zwiener are pending.

FINGERPRINTS:

Masanori Watanabe was fingerprinted on April 17, 2019, and Takashi Yoshida was fingerprinted on February 19, 2019. Results were negative for felony convictions.

Wolfgang Zwiener was fingerprinted on November 5, 2020. Results were negative for felony convictions.

Peter Zwiener will make an appointments with "Fieldprint Fingerprinting Services" for fingerprinting on a later date.

FINANCIAL STATEMENT OF PESCA WAIKIKI BEACH INC. AS OF
MARCH 31, 2020:

Applicant submitted a Financial Statement to the Commission and certified by the applicant to be substantially correct as of March 31, 2020.

STAND-ALONE TEMPORARY APPLICATION FILED:

The applicant filed for a Stand-Alone Temporary Liquor License, Application 19-16643 on May 8, 2019. The application was amended and received by The Commission on June 15, 2020.

COST AND FINANCING:

The applicant has stated that the initial start-up costs and build out will cost approximately \$3.6 million dollars. The applicant has secured a line of credit to cover the start-up and build out costs.

TRADE NAME:

The applicant has filed a State of Hawaii Department of Commerce and Consumer Affairs Certificate of Registration of Trade Name. The name "Pesca Waikiki Beach" is registered to the applicant July 14, 2017 to July 13, 2022.

DESCRIPTION OF THE PROPOSED LICENSED PREMISES:

Location: The proposed premises is located 1777 Ala Moana Boulevard Sky Room 30A/30B, Honolulu (Ililikai)

- Approximately 10,468 total square footage – 2 Floors
- Designated Kitchen
- Main Dining Room
- Private Dining Room
- Chapel
- 2 x Wine Cellar
- 2 x Stand-Alone Bars
- VIP Private Bar (lower floor)
- Wedding Salon
- 3x Fitting Rooms
- Restrooms located inside the premises
- 2x Walk-In Refrigerator
- Designated Dance Floor

See **Exhibit B** for floor plan.

Parking: Parking stalls available in the parking structure.

CHURCH, SCHOOL, OR PUBLIC PLAYGROUND WITHIN 500 FEET:

None

SAME CLASS OF LICENSE WITHIN 500 FEET:

I Square Heaven LLC
dba Bombay Palace Restaurant (R1066)
1778 Ala Moana Blvd., Suite 213, Honolulu
Approximately 310 ft from the proposed premises

Blazin Wings, Inc.
dba Buffalo Wild Wings (R0892)
1778 Ala Moana Blvd., Suite UL-10, Honolulu
Approximately 320 ft from the proposed premises

Zetton, Inc.
dba Goofy Café and Dine (R0942)
1831 Ala Moana Blvd., #201, Honolulu
Approximately 300 ft from the proposed premises

Outback Steakhouse of Florida, LLC
dba Outback Steakhouse (R0427)
1765 Ala Moana Blvd., Honolulu
Approximately 450 ft from the proposed premises

Red Lobster Hospitality LLC
dba Red Lobster (R0248)
1765 Ala Moana Blvd., Honolulu
Approximately 475 ft from the proposed premises

Cabell Enterprises, Inc.
dba The Chart House (R0339)
1765 Ala Moana Blvd., Honolulu
Approximately 460 ft from the proposed premises

Waikiki Snappers Inc.
dba Tropics Ale House Waikiki (R1321)
1778 Ala Moana Blvd., # LL12/LL13, Honolulu
Approximately 350 ft from the proposed premises

Waikiki Gangnam Style Inc.
dba Waikiki Gangnam Style Waikiki Inc. (R1044)
1830 Ala Moana Blvd., Honolulu
Approximately 490 ft from the proposed premises

CURRENT NUMBER OF SAME CLASS ISSUED WITHIN THE CITY AND COUNTY OF HONOLULU:

As of March 15, 2021, there is 544 Restaurant licenses issued within the City and County of Honolulu, of which 505 are of the General Kind.

OTHER MATTERS PERTAINING TO THE APPLICATION WHICH MAY AFFECT ISSUANCE OF THE LICENSE:

Kind of business:

- Restaurant – Fine Dining, Private Dining Restaurant
Wedding and Special Event Service
- Estimated 120 employees / 10- registered Manager
- Hours of Operation: 9:00am to 2:00am – Everyday

Lease: According to a document titled, “Assignment and Assumption of Lease” made on February 28, 2020, by and between Tamahime USA, Inc. (assignor) and Pesca Waikiki Beach Inc., (assignee). Assignor assigns, transfers, set over and deliver unto assignee all of the leasehold interest created in the Commercial Center lease, dated March 7, 2019, executed by SFI Ilikai LL Inc. (prior Landlord).

According to a document titled, “Second Amendment of Lease and Reaffirmation of Guaranty,” dated as of February 28, 2020, by SFI Ilikai Retail Owner LLC, as (landlord) and Pesca Beach Waikiki Inc. (Tenant), wish to amend the Commercial lease made and dated March 7, 2019, by SFI Ilikai LLC “Landlord” and between Tamahime USA, Inc., “Tenant.” Pesca Waikiki Beach Inc., term of the lease will commence on March 7, 2019. Pesca Waikiki Beach Inc., rent commencement date is March 1, 2020.

Landlord Consent: According to the Commercial Lease, SFI Ilikai LL Inc. (Landlord), allows for the selling and consumption of liquor on the premises.

Business Plan: The applicant has submitted a business plan in connection to this application.

See **Exhibit C** for business plan.

NOISE IMPACT EVALUATION:

A Noise Impact Evaluation was conducted on March 15, 2021. The potential of the premises to adequately contain noise is rated as Fair.

See **Exhibit D** for further details.

OTHER LIQUOR LICENSED INTERESTS:

Peter Zweiner and Wolfgang Zwiener are members of Lupo Waikiki, LLC dba Il Lupino (R0936) from 12/22/20 and 07/07/2011 respectively.

HISTORY OF VIOLATION FOR OTHER LIQUOR LICENSED INTEREST DURING THE PERIOD OWNER OR OPERATED BY THE PRINCIPALS:

Lupo Waikiki, LLC dba Il Lupino (R936):

11/15/2011	3-82-38.8	Employee List	Fined
11/15/2012	3-82-38.8	Employee List	Fined
06/13/2020	3-82-38.8.5(a)	Registration of Employees	Fined
10/31/2020	281-38	Conditions of License	Fined
11/14/2020	3-82-38.8.5(e)	Registration of Employees	Fined

ZONING CLEARANCE:

An approved Department of Planning and Permitting zoning clearance dated April 17, 2019 has been received.

HAWAII REVISED STATUTES SECTION 281-56(a) (9) STATEMENT:

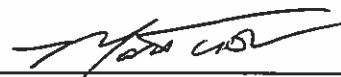
As of March 15, 2021, there are no known potential adverse effects on the surrounding community specific to the premises. All potential adverse effects reported to staff before the Public Hearing will be forwarded to the Commission for its consideration.

NEIGHBORHOOD BOARD NOTIFICATION:

The applicant shall directly notify the chair of the neighborhood board in which the applicant's place of business is located, in writing and delivered by certified mail, return receipt requested. The return receipt from the certified mailing shall be submitted to the Liquor Commission before a liquor license is issued.

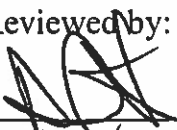
OPINION:

In my opinion, the applicant has complied with the minimum requirements of filing this application.



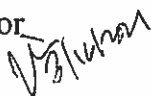
Matthew Foster
Licensing Investigator

Reviewed by:



Daniel Sato
Supervising Investigator

wh



2018 APR 17 P 2:27

CITY AND COUNTY OF HONOLULU

INTERNET ADDRESS: www.honolulu.gov/tia

Rule 3-83-53.1

EMPLOYMENT RECORD (from the time school was completed to present):

(If additional space is needed, please use reverse side)

NOTARY INITIAL

EXHIBIT A



RECEIVED
LIQUOR COMMISSION
C&C OF HONOLULU

List your experience in the liquor industry: _____

I have served in a directorial position in the wedding, funeral, and general events business for over ten years. **2019 APR 17 P 2:27**

During this time, I have engaged with the company's alcohol distribution channel partners to ensure the best quality of alcohol to be served.

Will you devote time to manage the subject business? ☐ Yes ☒ No

If answer is "YES", will it be ☐ Full time, or ☐ Part-time?

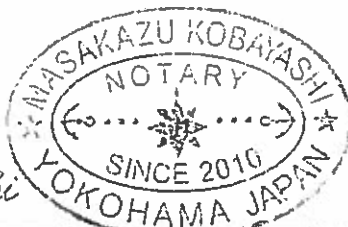
I, Masanori Watanabe, of _____

(Full Street Address, City, State, Zip)

being first duly sworn, deposes, and says, that the above information is true and correct and that I ☐ have ☒ have not been convicted of any felony charge.

Masanori Watanabe

Signature



Masakazu Kobayashi

FOR NOTARY USE ONLY



STATE OF HAWAII
City and County of Honolulu

} SS.

On this _____ day of _____, in the year of _____, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the foregoing instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the aforementioned instrument the person, or the entity upon behalf of which the person(s) acted, executed the aforementioned instrument in free act and deed.

<p>_____ Signature of applicant(s) before Notary</p> <p>Subscribed and sworn to before me this _____ day of _____, 20____</p> <p>_____ Signature of Notary</p> <p>Print Name _____ Notary Public, State of Hawaii</p> <p>My commission expires _____</p> <p>(Place Notary Stamp or Seal here)</p>	<p>NOTARY CERTIFICATION</p> <p>Date of Doc: _____ # of Pages: _____</p> <p>Notary Name: _____ Circuit _____</p> <p>Doc. Description: _____</p> <p>_____ Notary Signature</p> <p>_____ Date</p> <p>(Place Notary Stamp or Seal here)</p>
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RECEIVED
LIQUOR COMMISSION
49 C & C OF HONOLULU

2019 APR 17 P 2:28

PERSONAL HISTORY AND AFFIDAVIT

Rule 3-83-53.1

NAME Yoshida, Takashi SOCIAL SECURITY NO. X
Last, First Middle Maiden
HOME ADDRESS _____ APT. NO. _____ TELEPHONE NOS.: _____
HOME (_____) _____
CITY _____ STATE _____ ZIP CODE _____ BUS. (027) 255-1777
PLACE OF BIRTH _____ DATE OF BIRTH _____ AGE _____ MARITAL STATUS Married
(City, State) (MM / DD / YYYY)
NO. OF YEARS COMPLETED IN HIGH SCHOOL 3 YEAR COMPLETED 1989 NAME OF SCHOOL Nakasaki Hokuyo-Dai High School, Nagasaki
(include City and State)
NO. OF YEARS COMPLETED IN COLLEGE 3 YEAR COMPLETED 2018 NAME OF COLLEGE Waseda Graduate School of Sports Sciences, Tokyo
(include City and State)
OTHER EDUCATION _____

CITIZENSHIP* Japan (Foreigner) DATE ARRIVED IN HAWAII (if applicable) 2/15/2019
 *(If not a U.S. citizen, indicate type of Visa, or Resident Alien Card No., or Immigration Department No.)

EMPLOYMENT RECORD (from the time school was completed to present):

[illegible]

(If additional space is needed, please use reverse side)

NOTARY INITIALS _____

List your experience in the liquor industry: _____
I have served in directorial and managerial capacities in the wedding and event planning industries for over twenty years. Throughout my career,
I have worked and negotiated with alcohol distributors, managed alcohol deliveries, served alcohol beverages at the company's wedding
and event venues. All correspondence between liquor distributors were fairly negotiated, and the liquor was handled with utmost care in accordance
with local and national regulations.

Will you devote time to manage the subject business? ☒ Yes ☐ No

If answer is "YES", will it be ☒ Full time, or ☐ Part-time?

I, Takashi Yoshida, of _____
(Full Street Address, City, State, Zip)

being first duly sworn, deposes, and says, that the above information is true and correct and that I ☐ have ☒ have not) been
convicted of any felony charge.

Takashi Yoshida
Signature

RECEIVED
LIQUOR COMMISSION
C&C OF HONOLULU
2019 APR 17 P 2:28



FOR NOTARY USE ONLY

STATE OF HAWAII
City and County of Honolulu

} SS.

On this 19th day of February, in the year of 2019, personally appeared Takashi Yoshida
who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the foregoing instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the aforementioned instrument the person, or the entity upon behalf of which the person(s) acted, executed the
aforementioned instrument in free act and deed.

ATY

Takashi Yoshida
Signature of applicant(s) before Notary

Subscribed and sworn to before me this:
19th day of February, 2019

Baron Nakamura
Signature of Notary

Print Name: Baron Nakamura
Notary Public, State of Hawaii

My commission expires 3-13-2020

(Place Notary Stamp or Seal here)

NOTARY CERTIFICATION

Date of Doc: Undated # of Pages 1

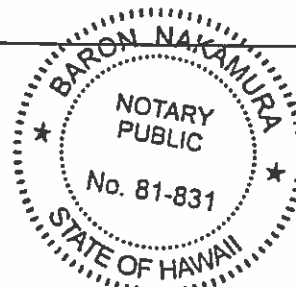
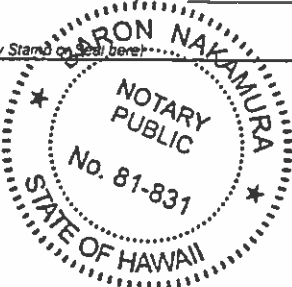
Notary Name: Baron Nakamura Circuit

Doc. Description: Personal History and Affidavit

Baron Nakamura
Notary Signature

2-19-2019
Date

(Place Notary Stamp or Seal here)



LIQUOR COMMISSION
CITY AND COUNTY OF HONOLULU
711 KAPIOLANI BOULEVARD, SUITE 600, HONOLULU, HAWAII 96813-5249
PHONE (808) 768-7300 • FAX (808) 768-7311
INTERNET ADDRESS: www.honolulu.gov/liq

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LIQUOR COMMISSION
C&C OF HONOLULU

2020 JUN 15 P 3:36

PERSONAL HISTORY AND AFFIDAVIT

Rule 3-83-53.1

NAME ZWIENER WOLFGANG FRITZ N/A SOCIAL SECURITY NO. _____
Last, First Middle Maiden
HOME ADDRESS 1 _____ APT. NO. _____ TELEPHONE NOS.: _____
CITY _____ STATE _____ ZIP CODE _____ BUS. () _____
PLACE OF BIRTH _____ DATE OF BIRTH _____ AGE _____ MARITAL STATUS _____
(City, State) (MM / DD / YYYY)
NO. OF YEARS COMPLETED IN HIGH SCHOOL 4 YEAR COMPLETED 1956 NAME OF SCHOOL BREMEN HIGH SCHOOL
(include City and State)
NO. OF YEARS COMPLETED IN COLLEGE 3 YEAR COMPLETED 1959 NAME OF COLLEGE BREMEN SCHOOL OF HOSPITALITY MANAGEMENT
(include City and State)
OTHER EDUCATION N/A

CITIZENSHIP* USA DATE ARRIVED IN 2013
HAWAII (if applicable)
*(If not a U.S. citizen, indicate type of Visa, or Resident Alien Card No., or Immigration Department No.)

EMPLOYMENT RECORD (from the time school was completed to present):

FROM MONTH/YEAR	TO MONTH/YEAR	POSITION	EMPLOYER	LOCATION
1959	1960	WAITER	FOUR SEASONS HOTEL	BREMEN, GERMANY
1960	1961	MECHANIC	EMPIRE ELEVATORS	NEW YORK, NY
1961	1963	WAITER	HILTON HOTEL	NEW YORK, NY
1963	2003	HEADWAITER	PETER LUGER STEAKHOUSE	BROOKLYN, NY
2004	PRESENT	OWNER	WOLFGANG'S STEAKHOUSE	NEW YORK

(If additional space is needed, please use reverse side)

NOTARY INITIAL: 

List your experience in the liquor industry: 61 years experience in the restaurant industry

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C&C OF HONOLULU

2020 JUN 15 P 3:36

Will you devote time to manage the subject business? ☒ Yes ☐ No

If answer is "YES", will it be ☒ Full time, or ☐ Part-time?

I, WOLFGANG FRITZ ZWIENER,

(Full Street Address, City, State, Zip)

being first duly sworn, deposes, and says, that the above information is true and correct and that I ☐ have ☒ have not) been convicted of any felony charge.

Signature



FOR NOTARY USE ONLY

STATE OF HAWAII
City and County of Honolulu

} SS.

On this 10th day of June, in the year of 2020, personally appeared Wolfgang Zwiener who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the foregoing instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the aforementioned instrument the person, or the entity upon behalf of which the person(s) acted, executed the aforementioned instrument in free act and deed.

Wolfgang Zwiener
Signature of applicant(s) before Notary

Subscribed and sworn to before me this:
10th day of June, 2020

Erina Yamamoto
Signature of Notary

Print Name: Erina Yamamoto
Notary Public, State of Hawaii

My commission expires August 25, 2023

NOTARY CERTIFICATION

Date of Doc: June 10, 2020 # of Pages: 2

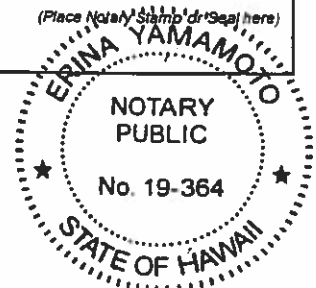
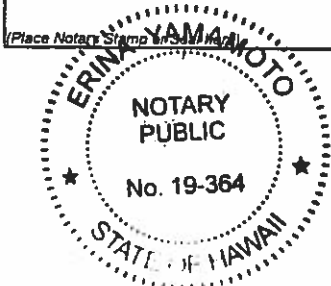
Notary Name: Erina Yamamoto 1st Circuit

Doc. Description: Personal History and Affidavit

Erina Yamamoto
Notary Signature

June 10, 2020
Date

(Place Notary Stamp or Seal here)



LIQUOR COMMISSION
CITY AND COUNTY OF HONOLULU
711 KAPIOLANI BOULEVARD, SUITE 600, HONOLULU, HAWAII 96813-5249
PHONE (808) 768-7300 • FAX (808) 768-7311
INTERNET ADDRESS: www.honolulu.gov/liq

PERSONAL HISTORY AND AFFIDAVIT

Rule 3-83-53.1

RECEIVED
LIQUOR COMMISSION
CITY AND COUNTY OF HONOLULU

2008 03 31 P 2:40

NAME ZWIENER PETER FRITZ N/A SOCIAL SECURITY NO. _____
Last, First Middle Maiden
HOME ADDRESS _____ APT. NO. _____ TELEPHONE NOS.: _____
HOME (_____) _____

CITY _____ STATE HI ZIP CODE _____ BUS. 646 , 642-4655

PLACE OF BIRTH _____ DATE OF BIRTH _____ AGE _____ MARITAL STATUS _____
(City, State) (MM / DD / YYYY)

NO. OF YEARS COMPLETED IN HIGH SCHOOL _____ YEAR COMPLETED 1983 NAME OF SCHOOL PLAINVIEW OLD BTHPAGE H.S., PLAINVIEW, NY
(Include City and State)

NO. OF YEARS COMPLETED IN COLLEGE 4 YEAR COMPLETED 1987 NAME OF COLLEGE COLUMBIA UNIVERSITY, NEW YORK, NY
(Include City and State)

OTHER EDUCATION UNIVERSITY OF CHICAGO GRADUATE SCHOOL OF BUSINESS - MBA (COMPLETED 1993)

CITIZENSHIP* USA DATE ARRIVED IN HAWAII (if applicable) March 2007
*(If not a U.S. citizen, indicate type of Visa, or Resident Alien Card No., or Immigration Department No.)

EMPLOYMENT RECORD (from the time school was completed to present):

FROM MONTH/YEAR	TO MONTH/YEAR	POSITION	EMPLOYER	LOCATION
06/1987	07/1997	VP/Managing Director	Citigroup Investment Bank	399 Park Ave., New York, NY
07/1997	09/2000	Director/Managing Director	Dresdner Kleinworth Benson	75 Wall St., New York, NY
09/2000	08/2003	Managing Director	Ing Barings/ABN AMRO	55 E 52nd St., New York, NY
09/2003	Present	President	Wolfgang Steakhouse	New York, NY

(If additional space is needed, please use reverse side)

NOTARY INITIAL: _____

List your experience in the liquor industry: Restaurant owner of 25 restaurants globally, 11 domestically - 6 in New York, 1 in New Jersey, 1 in Florida, 1 in California, and 2 in Hawaii

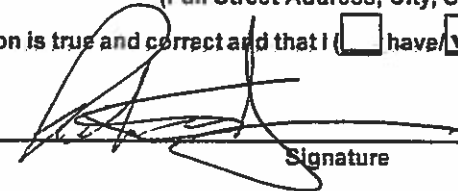
RECEIVED
LIQUOR COMMISSION
CITY OF HONOLULU
OCT 21 10:20 AM

Will you devote time to manage the subject business? ☒ Yes ☐ No

If answer is "YES", will it be ☐ Full time, or ☒ Part-time?

I, PETER FRITZ ZWIENER, of _____
(Full Street Address, City, State, Zip)

being first duly sworn, deposes, and says, that the above information is true and correct and that I ☐ have ☒ have not been convicted of any felony charge.


Signature

PASSPORT-TYPE PHOTOGRAPH
REQUIRED - - NO SNAPSHOTS OR
PHOTOCOPIES WILL BE ACCEPTED.
AFFIX 2" X 2" PHOTOGRAPH HERE.

FOR NOTARY USE ONLY


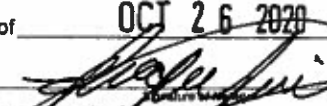
STATE OF HAWAII
City and County of Honolulu

} SS.

JAPAN
CITY OF TOKYO
EMBASSY OF THE UNITED STATES OF AMERICA

} SS:

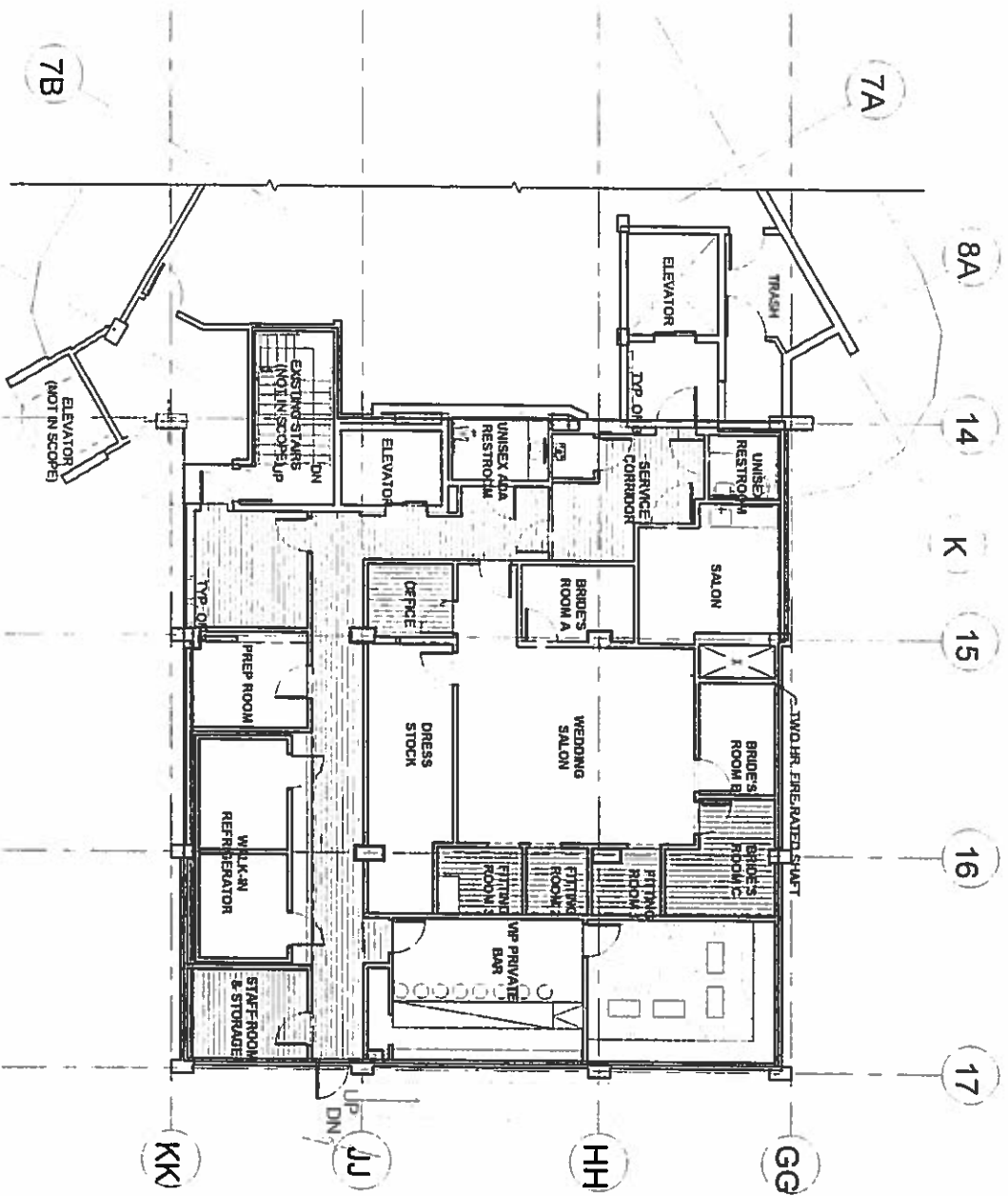
On this OCT 26 day of 2020, in the year of _____, personally appeared Peter Fritz Ziener
who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the foregoing instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the aforementioned instrument the person, or the entity upon behalf of which the person(s) acted, executed the aforementioned instrument in free act and deed.


Signature of Applicant(s) before Notary
Subscribed and sworn to before me this:
_____ day of OCT 26, 2020

Print Name: Ingrid C. Perkins
Notary Public, General Associate
My commission expires INDEFINITE
(Place Notary Stamp or Seal here)

NOTARY CERTIFICATION

Date of Doc: _____ # of Pages: _____
Notary Name: _____ Circuit _____
Doc. Description: _____

Notary Signature _____ Date _____
(Place Notary Stamp or Seal here)



RECEIVED
LIQUOR COMMISSION
C&C OF HONOLULU
2020 JUN 15 P 3:42

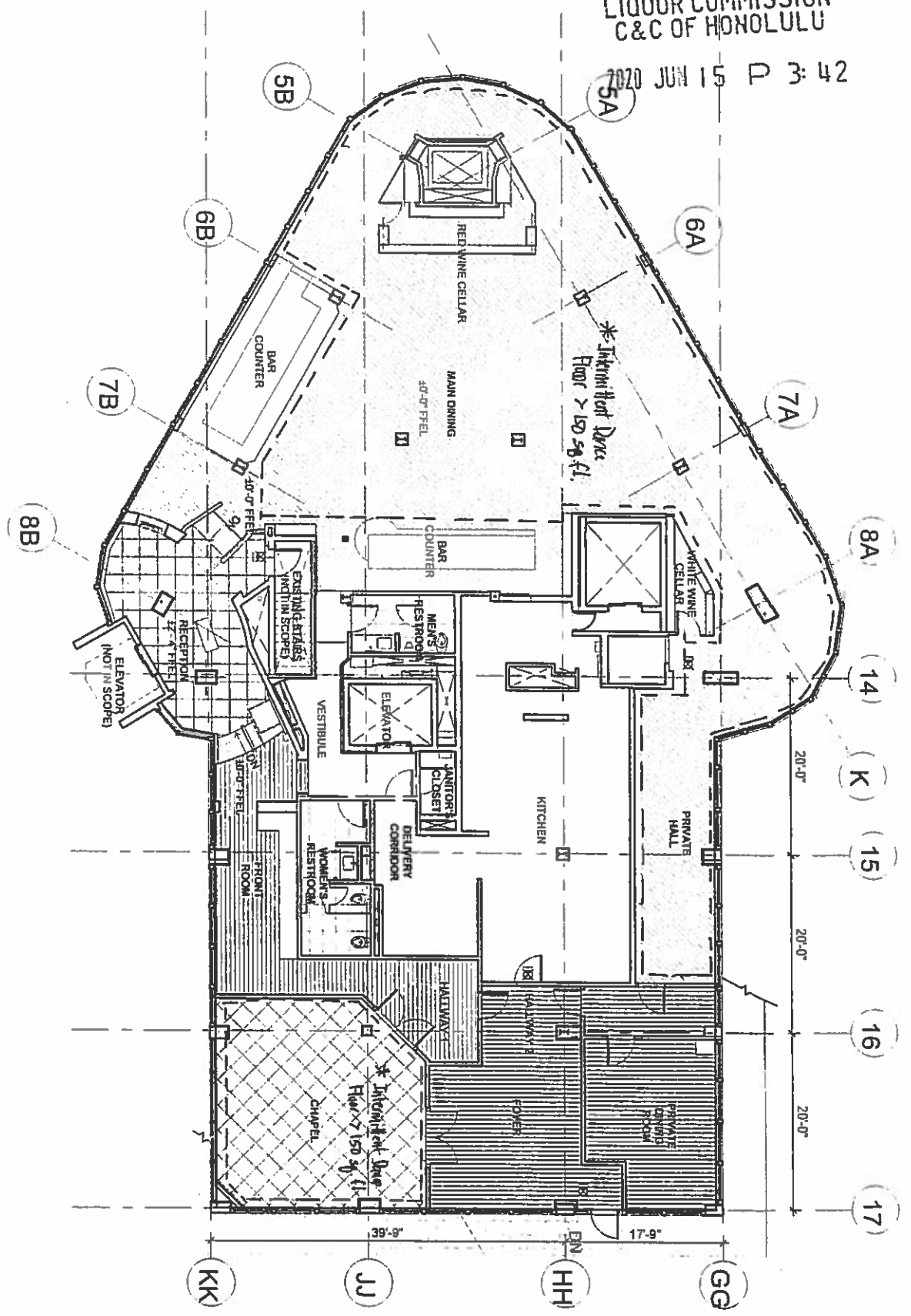
ILIKAI WEDDING HALL AND RESTAURANT - NEW CONSTRUCTION PERMIT SET
LQ-02 - NEW FLOOR PLAN-LEVEL 29

6/12/2020
3/32" = 1'-0"
19008.00

WRNSSTUDIO
677 ALA MOANA BLVD #207
HONOLULU, HI 96813

RECEIVED
LIQUOR COMMISSION
C&C OF HONOLULU

2020 JUN 15 P 3:42



LIKAI WEDDING HALL AND RESTAURANT- NEW CONSTRUCTION PERMIT SET
LG-03 - NEW FLOOR PLAN - LEVEL 30

6/12/2020
3/32" = 1'-0"
19008.00

WRNSSTUDIO
677 ALA MOANA BLVD #207
LAWAIE HI 96761

EXHIBIT B

Business Plan

CONCEPT:

RECEIVED
LIQUOR COMMISSION
C&C OF HONOLULU
2020 JUN 15 PM 3:42

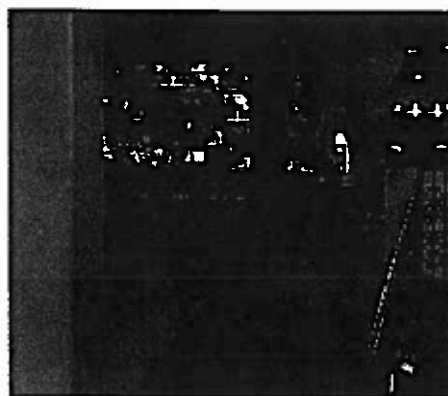
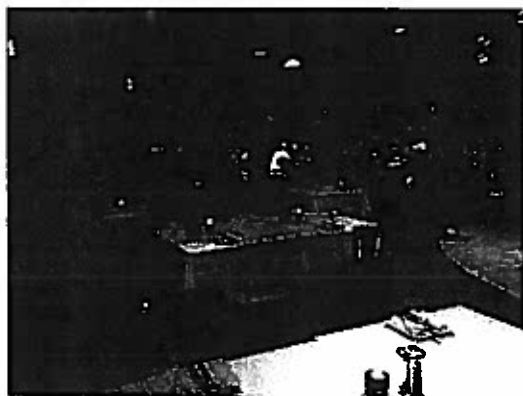
After completing a thorough renovation of the 29th and 30th floors of the Hukilau Hotel, Pesca Waikiki Beach Inc., a Hawaii corporation, doing business as Pesca Waikiki Beach Inc., plans to offer guests a unique environment catering to the highest standards of fine dining and private dining along with wedding and special event services. Floor to ceiling windows showcase the 360 degree views of Diamond Head, Waikiki Beach and Honolulu skyline.

The restaurant and wedding venue will offer a combination of seafood and steak themed dishes capitalizing on Wolfgang's Steakhouse's longstanding reputation as a premier steakhouse. The outstanding view coupled with Hawaiian hospitality and live music generate an ambiance that makes this fine dining establishment one of Hawaii's most spectacular dining and wedding venues.

A beautiful bar and lounge will also be part of this 13,000 square foot high-rise restaurant space. While sipping fine wine and cocktails crafted by an in-house Master Sommelier, guests can enjoy the sounds of local musicians and enjoy the majestic mauka to makai views.

SALES

As a full-service restaurant and bar the projected food sales will account for 60 percent of gross sales, thus meeting the 30 percent requirement needed to obtain a restaurant liquor license.



NOISE IMPACT EVALUATION

PREMISES: Pesca Waikiki Beach, Inc. LIC. NO. _____

ADDRESS: 1777 Ala Moana Blvd Skt Room 30A/30B

DATE: 3/15/21 W/IN 500 FT. W/IN 100 FT.

TOTAL NO. OF OWNERS/LESSEES OF RECORD _____

TOTAL NO. OF CONDOMINIUMS _____

TOTAL NO. OF COOPERATIVE APT. OWNERS _____

ZONING DESCRIPTION Resort Mixed Use
(Residential, Commercial, etc.)

STRUCTURAL DESCRIPTION OF LICENSED PREMISES:

WALLS: HOL. TILE ☒ MASONRY ☒ WOOD _____ GLASS ☒

GYPSUM ☒ OTHER _____

APPROXIMATE PERCENTAGE OF WINDOW SPACE 50%

DOUBLE DOORS (inner & outer): YES ☒ NO _____

UNENCLOSED SECTION(S) OF PREMISES (lanai, courtyard, etc.):
None

AIR-CONDITIONED: YES ☒ NO _____

POTENTIAL OF PREMISES TO ADEQUATELY CONTAIN NOISE:

POOR _____ FAIR ☒ GOOD _____

REMARKS:

Fully Enclosed, Top of a High Rise Building

[Signature]
INVESTIGATOR III

{NOTE: EVALUATION IS NOT BASED ON TECHNICAL QUALIFICATIONS OF THE INVESTIGATOR, AND NO CLAIM TO THE CONTRARY IS MADE OR IMPLIED.}

This map of Waikiki, Hawaii, displays a variety of points of interest. Key hotels include the 4-star Hilton Lagoon, the 5-star The Modern Honolulu, and the 3-star Aqua Palms Waikiki. Dining options range from fast-food chains like McDonald's to local spots like Red Lobster and The Grove Restaurant & Bar. The map also shows the coastline with Lagoon Beach and Duke Kahanamoku Beach, the central lagoon area, and major roads such as Ala Moana Blvd and Kalia Rd. A scale bar at the bottom right indicates 100 feet.

LICENSING INVESTIGATIVE REPORT

DATE: March 5, 2021

SUBJECT: Application No. 21-22198 from Masao Properties Incorporated, dba Beer Lab Hi, for a Restaurant General (Category 2 – Live entertainment, recorded music and dancing) license at 98-1005 Moanalua Road, Unit 884, Aiea, in the Pearlridge Center at the former site of Apple Pearl Ridge LLC, dba Applebee's (R1293)

CORPORATE STRUCTURE:

Masao Properties Incorporated: Incorporated under the laws of the State of Hawaii on May 24, 2012, the corporation is authorized to issue 1,000 shares of common stock, of which 400 shares are currently issued and outstanding.

The officers, directors, and stockholders are:

		<u>Shares</u>	<u>Percent</u>
Nicolas Wong	Pres/D	204	51%
Derek Taguchi	CFO	98	24.5%
Kevin Teruya	COO	<u>98</u>	<u>24.5%</u>
		400	100%

See **Exhibit A1 to A3** for biographical background information on the principals. Criminal History Clearance forms have been received.

According to Notification of Authorized Agent form, dated August 15, 2020, Nicolas Wong, President of Masao Properties Incorporated, authorizes Wayne Luke, Attorney, to serve as an authorized agent for the company before the Liquor Commission.

According to Notification of Authorized Agent form, dated September 10, 2020, Nicolas Wong, President of Masao Properties Incorporated, authorizes Kailey Wong to serve as an authorized agent for the company before the Liquor Commission.

FINGERPRINTS:

Fingerprint results are on file for Nicolas Wong, Derek Taguchi, and Kevin Teruya, dated July 23, 2020, July 24, 2020, and July 28, 2020 respectively.

There are no felony convictions.

FINANCIAL STATEMENT OF MASAO PROPERTIES INCORPORATED, AS OF JULY 31, 2020:

Financial Statement of the Applicant, dated September 14, 2020, was submitted to the Commission and certified by the Applicant to be substantially correct, as of July 31, 2020.

TEMPORARY LICENSE:

In conjunction with this application, the Applicant filed a temporary license application (No. 21-22197) on August 20, 2020. The temporary license was granted on September 24, 2020, and effected September 25, 2020.

A renewal of the Temporary license was granted on January 20, 2021, effective January 24, 2021. The renewed Temporary license is due to expire on May 24, 2021.

COST AND FINANCING:

It will cost approximately \$10,000 to establish the business at this location.

TRADE NAME:

According to a Certificate of Registration of Trade Name from the State of Hawaii Department of Commerce and Consumer Affairs, dated December 30, 2019, Masao Properties Incorporated has secured the use of the trade name "Beer Lab Hi" for five (5) years from December 30, 2019 to December 29, 2024.

DESCRIPTION OF THE PROPOSED LICENSED PREMISES:

Location: The proposed licensed premise will be in Unit #884 of the Pearlridge Shopping Center, located at 98-1005 Moanalua Road, Aiea.

Details of premises

- Approximately 4,349 sq. ft.
- Irregular in shape, approximately 55 feet by 79 feet overall
- No dancing will be allowed. No dance floor designated on floor plan.

See **Exhibit B**

Parking: There is shared parking for customers available at the shopping center.

CHURCH, SCHOOL, OR PUBLIC PLAYGROUND WITHIN 500 FEET:

There are none located within 500 feet of the proposed premises.

SAME CLASS OF LICENSE WITHIN 500 FEET OF PREMISES:

Goma 3, Inc.
Db a Goma Tei Ramen Pearlridge (R1071)
98-1005 Moanalua Road, #880
Adjacent (on the east side) to the proposed premises

Cotti Foods Pizza Hawaii, Inc.
Db a Pieology Pizzeria (R1290)
98-1005 Moanalua Road, Space 1101
330 feet southwest of the proposed premises

CURRENT NUMBER OF SAME CLASS ISSUED WITHIN THE CITY AND COUNTY OF HONOLULU:

As of March 4, 2021, there are 544 Restaurant licenses issued within the City and County of Honolulu, of which 505 are of the Restaurant General kind.

OTHER MATTERS PERTAINING TO THE APPLICATION THAT MAY AFFECT ISSUANCE OF THE LICENSE:

Kind of Business: According to the Applicant, the business will be a “restaurant general license serving food”. The hours of operation will be from Monday thru Saturday, 11:00 a.m. to 10:00 p.m., and Sunday, 11:00 a.m. to 7:00 p.m. Edwin Flores will manage this location with approximately 15 to 20 employees.

Business Plan:

See **Exhibit C**

Lease: According to a Specialty Lease Agreement, dated and effective August 11, 2020, Pearlridge Uptown II LLC (Landlord) leases to Masao Properties Incorporated (Tenant) approximately 4,349 square feet of space designated as space “884” in the Pearlridge Shopping Center located at 98-1005 Moanalua Road.

Term: The term of the lease shall commence on September 1, 2020 (Commencement Date) and expire on 8/31/2022 (Expiration Date).

OTHER LIQUOR LICENSE INTERESTS:

Masao Properties Incorporated currently exercises two (2) Brewpub liquor licenses:

- 1) DbA Beer Lab Hi (B0010), 1010 University Avenue, Honolulu
- 2) DbA Beer Lab Hi (B0016), 98-1005 Moanalua Road #231, Aiea

In addition, Masao Properties Incorporated is also a manager and member of BLH Brewing LLC holding 95% membership interest.

- 1) **BLH Brewing LLC** currently exercises one (1) Brewpub liquor license, dba Beer Lab Hi (B0015) at 94-515 Ukee Street, #309 & #310, Waipahu.

See **Exhibit D1 and D2**

There are no violations on record for B0016.

POSSIBLE ISSUES:

ISSUE #1

The Applicant, Masao Properties Incorporated (MPI), is applying for a Class 2 Restaurant license, but MPI itself does not appear to be operating a restaurant in a bona fide manner. Rather MPI appears to be contracting with outside companies to provide food service in the proposed premises.

MPI appears to be renting out the kitchen space of the proposed licensed premises to three (3) separate food truck businesses in order for the food truck companies to prepare food in the premises' kitchen and sell their food at the premises on a rotational basis with other food truck companies.

I started the licensing investigation for the new Restaurant application on October 28, 2020. In the course of the investigation, I found indications that MPI was possibly renting out its kitchen facilities to various food truck companies ("Sistah Truck", "Flyin Ahi", and "LaBirria") who in turn appeared to be making and providing the food being sold and served at the proposed premises.

There was no mention in the business plan submitted with the application regarding the use of outside companies to provide the food service in the proposed restaurant premises.

See **Exhibit C** for business plan

On November 20, 2020, I inquired with MPI about the involvement of the food truck companies in the operations at the premises, and requested for them to submit copies of any written agreements (if in existence) between MPI and the food truck companies.

On January 12, 2021, I received copies of the agreements between MPI and the food truck companies, and also a response from the Applicant stating "Sistah Truck, Flyin Ahi and LaBirria are chefs that prepare food and cook in our restaurant."

See **Exhibit E** for agreement with Jo Bang LLC ("Sistah Truck")

(Similar agreements for all three food truck companies)

According to Commercial Kitchen Participation Agreement, dated September 21, 2020, Masao Properties Incorporated (Applicant) grants Jo Bang LLC (“Sistah Truck”) the right to use the kitchen located within the proposed Restaurant premises on a month-to-month basis for a flat monthly fee of \$300, plus GET to be paid by Jo Bang LLC to Masao Properties Incorporated. In addition, Jo Bang LLC must pay Masao Properties Incorporated a fee equal to 15% of all food prepared by Jo Bang LLC and sold on the premises.

HRS §281-1 Definitions:

“License” means any license granted under this chapter.

“Licensee” includes also all agents, servants, and employees of the holder of a license.

“Restaurant” means a place which is **regularly and in a bona fide manner used and kept open for the serving of meals to patrons for compensation** and which has suitable kitchen facilities connected therewith, containing the necessary equipment and supplies for cooking an assortment of foods which may be required for ordinary meals. Additionally, at least thirty per cent of the establishment’s gross revenue must derive from the sale of foods.

Rule §3-82-38.22. Requirements of a Restaurant (class 2) License:

- (a) **Minimum requirements** of a restaurant (class 2) license establishment shall be that it is a place which is **regularly and in a bona fide manner used and kept open for the serving of meals to patrons for compensation** and which has kitchen facilities approved by the Commission, connected therewith, containing the necessary equipment and supplies for cooking an assortment of foods which may be required for ordinary meals.
- (b) At least thirty (30) per cent of the establishment’s gross revenue must come from the sale of foods.
- (c) Failure to meet these minimums will result in a reclassification of the liquor license by the Commission in accordance with §3-82-31.2.

§3-83-53.1:

(a) An applicant . . . shall file in support of the application:

- (1) With the application . . . (xv) **A description detailing the kind of business that the applicant proposes to operate . . .** For applications for new restaurant licenses if not previously operated as an establishment serving meals to patrons for compensation, **a business plan demonstrating the applicant's ability to meet the minimum gross revenue from the sale of foods required of restaurant licenses . . .**

HRS §1-14 Words have usual meaning.

The words of a law are generally to be understood in their most known and usual signification, without attending so much to the literal and strictly grammatical construction of the words as to their general or popular use or meaning.

HRS §1-15 Construction of ambiguous context.

Where the words of a law are ambiguous:

- (1) The meaning of the ambiguous words may be sought by examining the context, with which the ambiguous words, phrases, and sentences may be compared, in order to ascertain their true meaning.
- (2) The reason and spirit of the law, and the cause which induced the legislature to enact it, may be considered to discover its true meaning.
- (3) **Every construction which leads to an absurdity shall be rejected.**

If this application is approved, Masao Properties Incorporated (MPI) will be the holder of a restaurant class license.

As the licensee, **MPI will be required to regularly and in a bona fide manner use and keep open the premises for the serving of meals to patrons for compensation.**

MPI will not be using the kitchen to cook food. Instead, MPI will be granting three (3) different food truck companies the right to use the kitchen to cook and sell food in the premises in consideration of a predetermined fee to be paid to MPI.

According to the Agreement, the food truck companies will each pay a set fee of \$300 per month to MPI for the right to use the kitchen on a rotating basis, along with a percentage fee of 15% of all food they make and sell in the premises.

According to the Agreement, MPI will control the point-of-sale (POS) system for the premises and will collect all income for food and beverage purchased on the premises. ***MPI will then provide weekly checks to the food truck companies.**

***Note:** If the food truck companies are supposed to be paying MPI a \$300 monthly fee and percentage fee (15% of total food sales), then MPI providing a check to the food truck companies doesn't make sense until you consider that MPI needs to have revenue from the sale of food, otherwise it cannot meet the requirements of a restaurant license. **The recording of all food sales under MPI's POS, even though they do not make or sell the food, and the subsequent providing of a check by MPI to the food truck companies gives the appearance that MPI is selling food.**

The Commercial Kitchen Participation Agreement thus appears to essentially be a rental agreement whereby the licensee is relinquishing possession and control of a portion of the licensed premises (kitchen) and the food service portion of the business to the food truck companies for consideration in the form of a set monthly fee and a percentage fee (15% of total food sales) paid by the food truck companies to the licensee.

The licensee does not retain the profit (or loss) from the food production and sales, and instead is just collecting a fee from the food truck companies.

The relationship of the food truck companies to the proposed licensee appears to be that of an independent contractor with no responsibility on the part of the licensee for the day-to-day operation and conduct of the food truck companies as they make and sell food within the premises. The food truck companies do not receive salaries for cooking food, but are to effectively retain the profit, if any, from the preparation and sale of food in the premises.

The food truck companies are separate independent businesses that operate food trucks (park at different locations, and make and sell food to customers). The food truck companies are effectively operating their food service business from within the proposed licensed premises according to a predetermined schedule, and making and selling their own food for their own profit (or loss). They are not under the control of MPI in the preparation and sale of food within the premises.

The food truck companies must pay a fee for the right to use the kitchen and sell their food from the premises, and are solely responsible for their own expenses, taxes, and employees (all salaries, wages, benefits, and insurance coverage), and for all debts and liabilities incurred by it in the condition, preparation, and delivery of its food items.

In addition, the food truck companies are also responsible for any permits, licenses, and other regulatory permissions that might be required in their food preparation (business license and tax license), must maintain their own general liability and product liability insurance, and must indemnify and hold MPI harmless from and against any and all claims, liability, damages, costs, expenses, and penalties resulting or arising from their use of the kitchen, or injury or death to third parties, guests, customers, or invitees on the premises.

The food truck companies may assign or transfer the Agreement or any interest in the Agreement or obligation under the Agreement, without the prior written consent of MPI, and under no circumstances must a food truck company allow any other company or individual to use the kitchen for the period which the food truck company has scheduled.

Based on all of the above, the food truck companies do not appear to be agents, employees, or servants of MPI, and thus would not be included as the “licensee”.

Since MPI, as the licensee, is not making the food, paying the expenses for making the food, retaining profits (or loss), etc., MPI does not appear to be operating a restaurant in a bona fide manner. They appear to just be renting out the kitchen inside the premises for an outside company to use to sell food that the outside company makes inside the licensee’s premises.

A restaurant licensee that sells and serves another food service business's (someone else's) food is not operating a restaurant in a bona fide manner.

Also, I am unclear if using the names "Sistah Truck", "Flyin Ahi", or "LaBirria" in advertising the food being sold or using the names in connection with the licensed premises would be considered an unauthorized use of a trade name.

Lastly, MPI appears to be reporting the sales of another business's food product as their own revenue.

Sales of all food is being recorded on MPI's POS system, but I am unclear if the total food sales being reported is the actual revenue of MPI as they are not the ones actually making and selling food, paying the expenses for making the food, labor costs, etc.

It seems that the actual revenue of MPI is the \$300 monthly fee and percentage fee (15% of total food sales) being paid by the food truck companies to MPI, and not from the actual making and selling of food.

Recording revenue or income from all food sales on MPI's POS makes it look like MPI is actually making and selling food as part of its restaurant operations, but in reality the various food truck companies are making, selling, and retaining the profits from the food, and the cost of goods sold (food) is incurred by the food truck companies, not MPI.

The reporting structure is making it appear as if revenue for MPI is coming from the making and serving of food, when actually the revenue for MPI seems to be derived from the monthly fee for renting out the use of the kitchen along with a percentage of food sales made by three outside food truck companies at the premises.

If so, the total food sales from the premises does not appear to be revenue of MPI, but rather revenue of the food trucks.

I do not know if the arrangement and reporting/recording of finances between Masao Properties Incorporated and the various food truck

companies would conflict with other laws related to business/trade practice or business records.

ISSUE #2

I am unclear if there would be a possible prohibited “tied house” arrangement under federal regulations due to an “affiliate” of Masao Properties Incorporated (i.e. BLH Brewing LLC) being a brewer of beer.

Masao Properties Incorporated (MPI) is applying for a Class 2 Restaurant license. MPI is a Member/Manager of BLH Brewing LLC (BLH) and holds 95% membership interest in BLH. BLH currently manufactures beer at 94-515 Ukee Street under a Class 14 Brewpub license (B0015). The remaining 5% interest in BLH is held by Kenneth Shiu, who is a Member and Manager of BLH. Kenneth Shiu is not an officer/director of MPI and does not have an interest in MPI. MPI also currently exercises two separate Brewpub licenses at 1010 University Avenue (B0010) and 98-1005 Moanalua Road, #231 (B0016). MPI currently manufactures beer at 1010 University Avenue, but not at 98-1005 Moanalua Road, #231 (may be operating out-of-class).

See **Exhibit F**

According to the Applicant, they will be purchasing beer for their new Restaurant business from both the University (B0010) location and the Ukee location (B0015). They also plan to purchase beer made by other manufacturers.

Under State “tied house” laws, Class 1 Manufacturer and Class 3 Wholesale Dealer licensees are restricted, in certain circumstances, from holding any interest in the license of retail licensees (HRS §281-31(b) and §281-42).

By definition (HRS §281-1), Class 14 Brewpub licensees are considered retail licensees under State law, and so they do not appear to have those same restrictions under state law, but **I am unclear if the organizational structure of BLH and MPI constitutes a possible tied house arrangement prohibited under federal regulations since under**

federal regulations a “brewer” of malt beverages (beer) appears to be an “industry member” subject to federal “tied house” regulations.

BLH appears to be an industry member under federal regulations and also appears to be an “affiliate” of MPI with an “indirect interest” in MPI, but if the product is a malt beverage (beer), there must be a similar (not same) State law to enable application of the Federal Alcohol Administration Act.

It appears that there may be a similar State law in that under State law (HRS §281-31(b)) a brewer of malt beverage holding a Class 1 Manufacturer license would be prohibited from having any interest whatsoever in the license or licensed premises of any other licensee (other than a wholesaler), but that the same brewer holding a Class 14 Brewpub license would not necessarily be prohibited from holding an interest in any other retail license or licensee (HRS §281-42) as it is itself considered a retail license under State law.

HRS §281-38: “Every license issued under this chapter shall contain the condition that it is subject to this chapter and any other laws applicable to the business of the licensee, whether in existence at the time of issue of such license or enacted or amended from time to time thereafter...”

HRS §281-42 Manufacturers and wholesale dealers, special restrictions:

(a) It shall be unlawful for any person holding a manufacturer’s license or a wholesale dealer’s license to induce the purchases of a retail licensee by:

(1) Acquiring or holding any interest in any license of a retail licensee; ...

(c) In construing subsection (a), the courts and the liquor commission shall follow the rules, regulations, and decisions of the Bureau of Alcohol, Tobacco and Firearms of the United States Treasury Department and the federal courts in interpreting section 5 (b) of the Federal Alcohol Administration Act, as the same may be changed from time to time.

HRS §281-1: “Retail licensee” means any licensee holding a class 2, class 4 through class 16, or class 18 license.

Note: HRS §281-42 does not contain the wording “exclusion” or “interstate or foreign commerce” that is written into federal code and regulations. I am unclear if the “exclusion” and “interstate or foreign commerce” criteria that is a requirement under federal regulations to constitute unlawful inducement is applicable to or is a requirement to constitute unlawful inducement under state law.

Title 27 United States Code Chapter 8 – Federal Alcohol Administration Act:

§205. Unfair competition and unlawful practices.

It shall be unlawful for any person engaged in business as a distiller, brewer, rectifier, blender, or other producer, or as an importer or wholesaler, of distilled spirits, wine, or malt beverages, or as a bottler, or warehouseman and bottler, of distilled spirits, directly or indirectly or through an affiliate: ...

(b) “Tied House”

To induce through any of the following means, any retailer, engaged in the sale of distilled spirits, wine, or malt beverages, to purchase any such products from such person to the exclusion in whole or in part of distilled spirits, wine, or malt beverages sold or offered for sale by other persons in interstate or foreign commerce, if such inducement is made in the course of interstate or foreign commerce, or if such person engages in the practice of using such means, or any of them, to such an extent as substantially to restrain or prevent transactions in interstate or foreign commerce in any such products, or if the direct effect of such inducement is to prevent, deter, hinder, or restrict other persons from selling or offering for sale any such products to such retailer in interstate or foreign commerce:

(1) By acquiring or holding... any interest in any license with respect to the premises of the retailer; or...

(f) ...In the case of malt beverages, the provisions of subsections (a), (b), (c), and (d) shall apply to transactions between a retailer or trade buyer in any State and a brewer, importer, or wholesaler of malt beverages outside such State only to the extent that the law of such State imposes similar requirements with respect to similar transactions between a retailer or trade buyer in such State and a

brewer, importer, or wholesaler of malt beverages in such State, as the case may be...

§211. Miscellaneous provisions

(1) Definitions

- (4) The term “**affiliate**” means **any one of two or more persons if one of such persons has actual or legal control, directly or indirectly, whether by stock ownership or otherwise, of the other or others of such persons; and any one of two or more persons subject to common control, actual or legal, directly or indirectly, whether by stock ownership or otherwise.**

Title 27 Code of Federal Regulations Part 6:

§6.3 Application.

- (a) **General.** **This part applies only to transactions between industry members and retailers. It does not apply to transactions between two industry members (for example, between a producer and a wholesaler), or to transactions between an industry member and a retailer wholly owned by that industry member.**

§6.4 Jurisdictional limits.

- (a) **General.** The regulations in this part apply where:

- (1) The industry member induces a retailer to purchase distilled spirits, wine, or malt beverages from such industry member to the exclusion in whole or in part of products sold or offered for sale by other persons in interstate or foreign commerce; and
- (2) If: (i) The inducement is made in the course of interstate or foreign commerce; or
- (ii) The industry member engages in the practice of using an inducement to such an extent as substantially to restrain or prevent transactions in interstate or foreign commerce in any such products; or
- (iii) The direct effect of the inducement is to prevent, deter, hinder or restrict other persons from selling or offering for sale any such products to such retailer in interstate or foreign commerce.

- (b) **Malt beverages.** **In the case of malt beverages, this part applies to transactions between a retailer in any State and a brewer, importer, or wholesaler of malt beverages inside or outside such State only to the**

extent that the law of such State imposes requirements similar to the requirements of section 105(b) of the Federal Alcohol Administration Act (27 U.S.C. 205(b)), with respect to similar transactions between a retailer in such State and a brewer, importer, or wholesaler of malt beverage in such State, as the case may be.

§6.11 Meaning of terms.

Industry member. Any person engaged in business as a distiller, brewer, rectifier, blender, or other producer, or as an importer or wholesaler, of distilled spirits, wine or malt beverages ...

Retailer. Any person engaged in the sale of distilled spirits, wine or malt beverages to consumers...

§6.21 Application.

Except as provided in subpart D, it is unlawful for any industry member to induce, directly or indirectly, any retailer to purchase any products from the industry member to the exclusion, in whole or in part, of such products sold or offered for sale by other persons in interstate or foreign commerce by any of the following means:

(a) By acquiring or holding ... any interest in any license with respect to the premises of the retailer; ...

§6.26 Indirect interest.

Industry member interest in retail licenses includes any interest acquired by corporate officials, partners, employees or other representatives of the industry member. Any interest in a retail license acquired by a separate corporation in which the industry member or its officials, hold ownership or are otherwise affiliated, is an interest in a retail license.

§6.27 Proprietary interest.

(a) ***Complete ownership.*** Outright ownership of a retail business by an industry member is not an interest which may result in a violation of section 105(b)(1) of the Act.

(b) ***Partial ownership.*** Less than complete ownership of a retail business by an industry member constitutes an interest in a retail license within the meaning of the Act.

§6.151 Exclusion, in general.

(c) Exclusion, in whole or in part occurs:

- (1) When a practice by an industry member, whether direct, indirect, or through an affiliate, places (or has the potential to place) retailer independence at risk by means of a tie or link between the industry member and retailer or by any other means of industry member control over the retailer; and
- (2) Such practice results in the retailer purchasing less than it would have of a competitor's product...

§6.152 Practices which put retailer independence at risk.

The practices specified in this section put retailer independence at risk...

- (c) **Ownership by an industry member of less than a 100 percent interest in a retailer**, where such ownership is used to influence the purchases of the retailer...

§6.153 Criteria for determining retailer independence.

The criteria specified in this section are **indications that a particular practice**, other than those in §6.152, **places retailer independence at risk**. A practice need not meet all of the criteria specified in this section in order to place retailer independence at risk...

- (c) **The retailer has a continuing obligation to purchase or otherwise promote the industry member's product.**
- (d) **The retailer has a commitment not to terminate its relationship with the industry member with respect to purchase of the industry member's products.**
- (e) **The practice involves the industry member in the day-to-day operations of the retailer.** For example, the industry member controls the retailer's decision on which brand of products to purchase, the pricing of products, or the manner in which the products will be displayed on the retailer's premises...

NOISE IMPACT EVALUATION:

See Exhibit G

ZONING CLEARANCE:

A valid Zoning Clearance issued by the City and County of Honolulu Department of Planning and Permitting must be submitted to the Liquor Commission before a liquor license is issued.

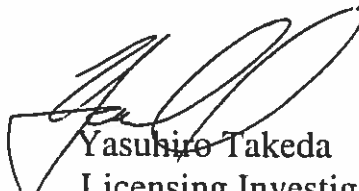
HAWAII REVISED STATUTES SECTION 281-56(a)(9) STATEMENT:

As of March 4, 2021, there are no known potential adverse effects on the surrounding community specific to the premises. All potential adverse effects reported to staff before the Public Hearing will be forwarded to the Commission for its consideration.

OPINION:

In my opinion, statutory requirements for a restaurant license have not been met.

The Applicant does not appear to be operating a restaurant in a bona fide manner. A restaurant licensee that sells and serves another food service business's (someone else's) food is not operating a restaurant in a bona fide manner.


Yasuhiro Takeda
Licensing Investigator

Reviewed by:


Daniel Sato
Supervising Licensing Investigator
wh

711 KAPIOLANI BOULEVARD, SUITE 600, HONOLULU, HAWAII 96813-5249
PHONE (808) 768-7300 • FAX (808) 768-7311
INTERNET ADDRESS: www.honolulu.gov/liq

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Rule 3-83-53.1

2020 AUG 20 PM 6:24

EMPLOYMENT RECORD (from the time school was completed to present):

[illegible]

NOTARY INITIAL _____

List your experience in the liquor industry: PRESIDENT AND FOUNDER OF BEER LAB HI BREWERY, OPERATING SINCE MARCH 2016.

Will you devote time to manage the subject business? ☒ Yes ☐ No

If answer is "YES", will it be ☒ Full time, or ☐ Part-time?

I, NICOLAS WONG, of _____

(Full Street Address, City, State, Zip)

being first duly sworn, deposes, and says, that the above information is true and correct and that I ☐ have ☒ have not) been convicted of any felony charge.

[Handwritten Signature]

Signature

P
R
P
A

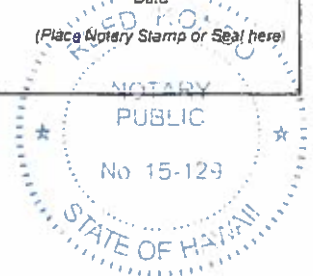
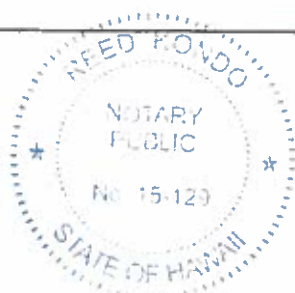


FOR NOTARY USE ONLY

STATE OF HAWAII
City and County of Honolulu } SS.

On this 12th day of August in the year of 2020 personally appeared Nicolas Alan Wong who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the foregoing instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the aforementioned instrument the person or the entity upon behalf of which the person(s) acted executed the aforementioned instrument in free act and deed

<i>[Signature]</i> Signature of applicant(s) before Notary		NOTARY CERTIFICATION	
Subscribed and sworn to before me this:		Date of Doc <u>8/12/20</u>	# of Pages <u>2</u>
<u>12th</u> day of <u>August</u> , 20 <u>20</u>		Notary Name <u>Reed Kondo</u>	<u>1st</u> Circuit
<i>[Signature]</i> Signature of Notary		Doc. Description <u>Personal History And Affidavit</u>	
Print Name <u>Reed Kondo</u>		<i>[Signature]</i> Notary Signature	<u>8/12/20</u> Date
Notary Public State of Hawaii		(Place Notary Stamp or Seal here)	
My commission expires <u>04/05/2023</u>			



LIQUOR COMMISSION
CITY AND COUNTY OF HONOLULU
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PERSONAL HISTORY AND AFFIDAVIT

Rule 3-83-53.1

2020 AUG 20 PM 6:24

NAME Taguchi Derek Satoru SOCIAL SECURITY NO. _____
Last, First Middle Maiden
HOME ADDRESS _____ APT. NO. _____ TELEPHONE NOS.: _____
CITY _____ STATE _____ ZIP CODE _____ BUS. (808) 253-8576
PLACE BIRTH _____ DATE OF BIRTH _____ AGE _____ MARITAL STATUS Married
(City, State) (MM / DD / YYYY)
NO. OF YEARS COMPLETED IN HIGH SCHOOL 4 YEAR COMPLETED 1998 NAME OF SCHOOL Green valley high school, Henderson, NV
(Include City and State)
NO. OF YEARS COMPLETED IN COLLEGE 5.5 YEAR COMPLETED 2005 NAME OF COLLEGE University of Nevada. Las Vegas
(Include City and State)
OTHER EDUCATION MS, 2006, University of Nevada, Las Vegas; MBA, 2011 University of Hawaii at Manoa

CITIZENSHIP* USA DATE ARRIVED IN HAWAII (if applicable) February 2006
*(If not a U.S. citizen, indicate type of Visa, or Resident Alien Card No., or Immigration Department No.)

EMPLOYMENT RECORD (from the time school was completed to present):

FROM MONTH/YEAR	TO MONTH/YEAR	POSITION	EMPLOYER	LOCATION
02/2006	04/2016	Nuclear Engineer	Pearl Harbor	Pearl Harbor, Hawaii
04/2016	Present	Mechanical Engineer	Naval Facilities Pacific	Pearl Harbor, Hawaii

(If additional space is needed, please use reverse side)

List your experience in the liquor industry: CFO, partial owner of Beer Lab Hawaii. Experiences include serving and managing the bar area at the brewery tap room, aiding brewing operations and ensuring that brewery meets and maintains compliance with TTB and other regulations.

Will you devote time to manage the subject business? ☒ Yes ☐ No

If answer is "YES", will it be ☐ Full time, or ☒ Part-time?

I, Derek Taguchi, of _____

(Full Street Address, City, State, Zip)

being first duly sworn, deposes, and says, that the above information is true and correct and that I ☐ have ☒ have not been convicted of any felony charge.

Derek Taguchi

Signature



FOR NOTARY USE ONLY

STATE OF HAWAII

City and County of Honolulu

SS

On this 12th day of AUGUST, in the year of 2020, personally appeared DEREK SATORU TAGUCHI who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the foregoing instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the aforementioned instrument the person, or the entity upon behalf of which the person(s) acted, executed the aforementioned instrument in free act and deed.

Derek Taguchi

Signature of applicant(s) before Notary

Subscribed and sworn to before me this:

12th day of AUGUST, 2020

Nathan Obando

Signature of Notary

Print Name NATHAN OBANDO

Notary Public, State of Hawaii

My commission expires 02/08/2023

NOTARY CERTIFICATION

Date of Doc. 08-12-2020 # of Pages 2

Notary Name NATHAN OBANDO 1 Circuit

Doc. Description: CAC OF HONOLULU

PERSONAL HISTORY & AFFIDAVIT

Nathan Obando

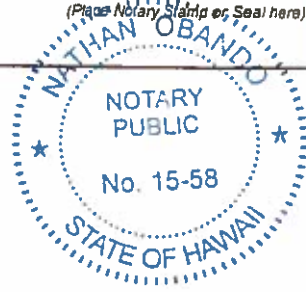
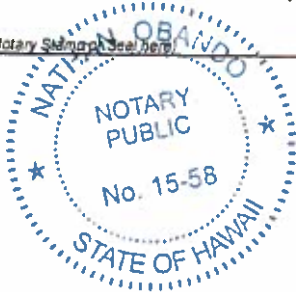
Notary Signature

08-12-2020

Date

(Place Notary Stamp or Seal here)

(Place Notary Stamp or Seal here)



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C&C OF HONOLULU

Rule 3-83-53.1

2020 AUG 20 PM 6:23

EMPLOYMENT RECORD (from the time school was completed to present):

[illegible]

NOTARY INITIAL: _____

List your experience in the liquor industry: COO & FOUNDER OF BEER LAB HI BREWERY, OPERATING SINCE
MARCH 2016.

Will you devote time to manage the subject business? ☒ Yes ☐ No

If answer is "YES", will it be ☒ Full time, or ☐ Part-time?

I, KEVIN TERUYA, of _____

(Full Street Address, City, State, Zip)

being first duly sworn, deposes, and says, that the above information is true and correct and that I ☐ have/ ☒ have not) been convicted of any felony charge.

Kevin Teruya

Signature



FOR NOTARY USE ONLY

STATE OF HAWAII
City and County of Honolulu

} SS.

On this 12th day of August, in the year of 2020, personally appeared Kevin I. Teruya
who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the foregoing instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the aforementioned instrument the person or the entity upon behalf of which the person(s) acted, executed the
aforementioned instrument in free act and deed

Kevin Teruya
Signature of applicant(s) before Notary

Subscribed and sworn to before me this:

12th day of August, 2020

Signature of Notary

Shelley A. Masui

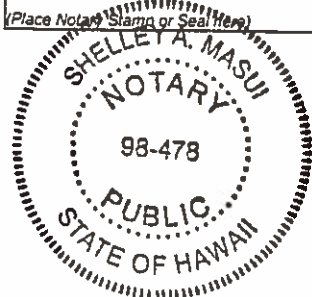
Print Name

Notary Public, State of Hawaii

My commission expires

09/14/2022

(Place Notary Stamp or Seal here)



NOTARY CERTIFICATION

Date of Doc: 08/12/2020

of Pages: 2

Notary Name: Shelley A. Masui

1st Circuit

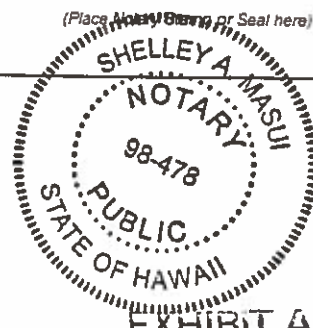
Doc. Description: Personal History And Affidavit

Shelley A. Masui
Notary Signature

Date

08/12/2020

(Place Notary Stamp or Seal here)



2020 AUG 20 PM 6:2L

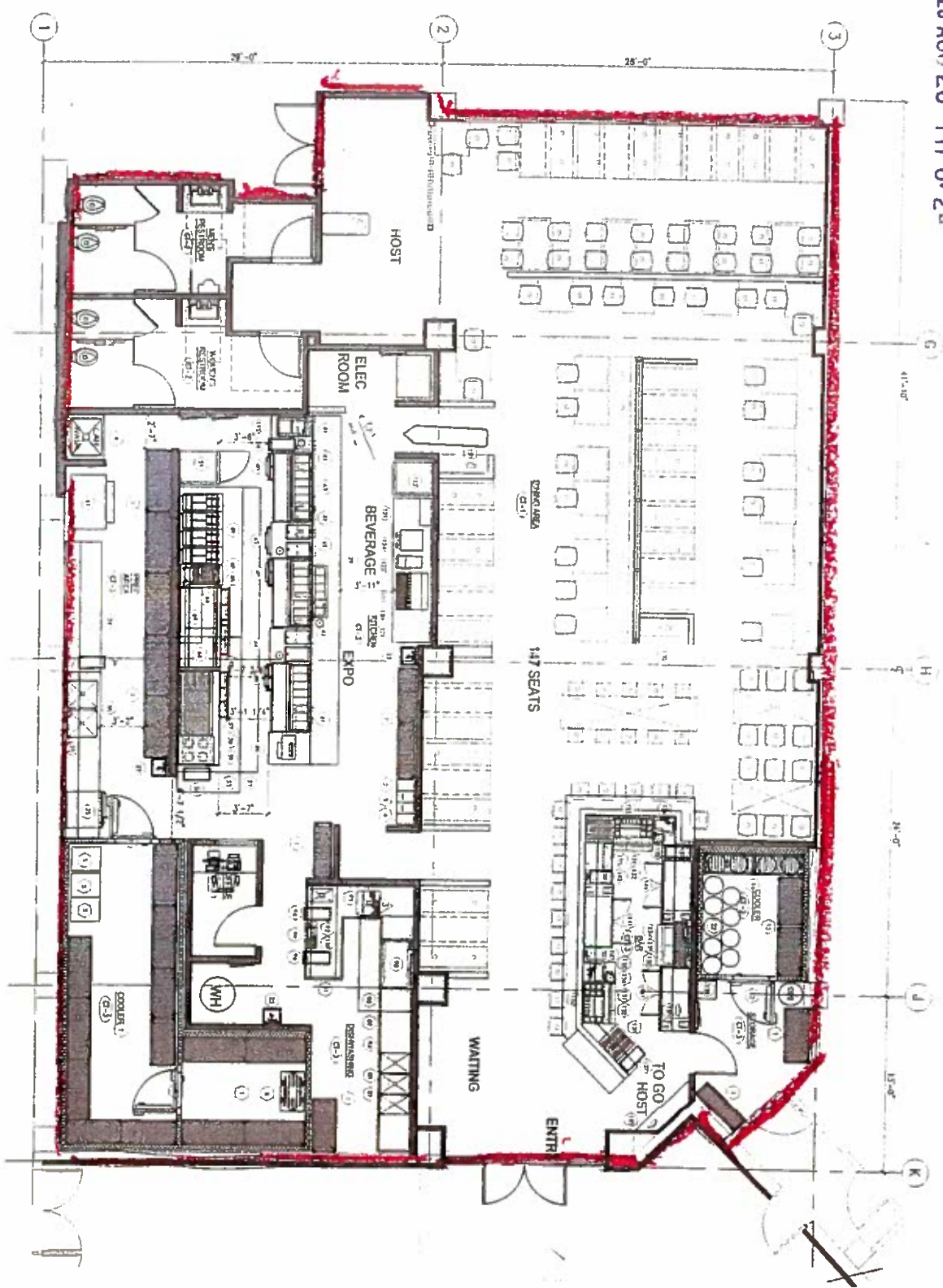


EXHIBIT B

30% Justification


The premises for the Applicant is setup primarily for a restaurant as the kitchen and seating occupy a much greater area than the bar.

In the Applicant's observations of the Pearl Ridge Shopping Center, patrons do not patronize the various restaurant premises for drinking only.

The Applicant has been informed that the former operator of the premises operated on a 70% to 30% food to liquor sales.

Based on the foregoing the Applicant expects at least a 65% to 35% food to liquor sales.

Respectfully submitted,



Wayne Luke Attorney for Applicant

8-18-2020

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C&C OF HONOLULU

2020 AUG 20 PM 6:25

HISTORY OF VIOLATIONS

No Date Range Specified

LICENSE: B0010 BEER LAB HI
1010 UNIVERSITY AVE

<u>NOTICETYPE</u>	<u>NOTICE NUMBER</u>	<u>VIOLATION DATE</u>	<u>SECTION/RULE</u>	<u>CASE NUMBER</u>	<u>DISPOSITION</u>	<u>DUE DATE</u>	<u>AMOUNT FINED</u>
WARNING	27323	06/06/2020	281-38				*
WARNING	26609	01/23/2019	281-78(b)(7)				*
VIOLATION	26126	05/17/2018	3-84-78.01(b)	2018-0211	FINED	03/07/2019	500.00
VIOLATION	25841	05/04/2018	281-78(b)(7)	2018-0220	OTHER		*
WARNING	24680	10/15/2016	3-82-38.4(a)				*

Records printed: 5

EXHIBIT D |

HISTORY OF VIOLATIONS

No Date Range Specified

LICENSE: B0015 BEER LAB HI
94-515 UKEE ST, #309 & #310

<u>NOTICETYPE</u>	<u>NOTICE NUMBER</u>	<u>VIOLATION DATE</u>	<u>SECTION/RULE</u>	<u>CASE NUMBER</u>	<u>DISPOSITION</u>	<u>DUE DATE</u>	<u>AMOUNT FINED</u>
WARNING	26608	01/09/2019	281-78(b)(7)				*

Records printed: 1

EXHIBIT D 2

RECEIVED
LIQUOR COMMISSION
SEP 22 2020

COMMERCIAL KITCHEN PARTICIPATION AGREEMENT

This Commercial Kitchen Participation Agreement (the "**Agreement**") is dated Sept 21, 2020 (the "**Effective Date**"), and made by ~~Sistah~~ Jo Bang LLC (the "**Participant**") and MASAO PROPERTIES INCORPORATED, a Hawaii corporation doing business as Beer Lab HI ("**BeerLAB**"). This Agreement may refer to the Participant and BeerLAB together as "**Parties**," and each as "**Party**."

RECITALS:

A. BeerLAB is the Tenant under that certain Specialty Lease Agreement with a commencement date of September 1, 2020, and made by BeerLAB, as Tenant, and Pearlridge Uptown II LLC, as Landlord (the "**Lease**") for Space Number 884 on the Mauka II First Level of the Pearlridge Center Uptown II more particularly described in the Lease (the "**Premises**").

B. BeerLAB desires to offer a portion of the Premises depicted on Exhibit A as the kitchen area (the "**Kitchen**") as a shared space for the purpose of encouraging the development of small businesses and food trucks involved with the preparation of food products in the State of Hawaii.

C. The Participant is a food service business that is involved in the preparation of food products in the State of Hawaii.

D. The Participant desires to obtain the right to use a portion of the Kitchen on a shared basis for the purpose of preparing its food products in connection with its business.

The Parties therefore agree:

1. **Right to Use Kitchen.** BeerLAB grants to the Participant, and the Participant accepts from BeerLAB, the right to use the Kitchen, including but not limited to stoves, sinks, refrigerators, freezers, counters, and other such facilities and equipment as might be provided by BeerLAB, on a shared basis with other participants (the "**Other Participants**").

2. **Term.** This Agreement commences on the Effective Date and shall be month-to-month until terminated in accordance with this Agreement (the "**Term**").

3. **Scheduling.** Because this Kitchen is a shared-use facility, BeerLAB at all times controls the time and manner of all of the Participant's access to and use of the Kitchen. The Participant must schedule use of the Kitchen in accordance with the Use Policy (defined in **Section 8** below). BeerLAB will make its best efforts to create a schedule for use of the Kitchen that accommodates the reasonable requests of both the Participant and the Other Participants.

4. **Fees and Payment.**

(a) **Monthly Fee.** Participant must pay to BeerLAB a monthly flat fee of three hundred dollars (\$300.00), plus GET (\$14.14), total of (\$314.14) per month, (the "**Monthly Base Fee**") for each month during the Term of this Agreement. The Monthly Base Fee must be paid

by Participant to BeerLAB on the first day of each month of the Term. Participant will not receive an invoice for this fee and it is the responsibility of Participant to ensure that the Monthly Base Fee is paid on a timely basis. BeerLAB may assess a late fee of \$25.00 for any Monthly Base Fee that is not paid within five (5) days after the first day the month in which it is due.

4.2 *Percentage of Sales.* Participant must pay to BeerLAB a fee equal to fifteen percent (15%) for all food prepared by Participant and sold on the Premises (the "*Percentage Fee*"). BeerLAB will control the Point-of-Sale (POS) system for the Premises and collect all income for food and beverage purchased on the Premises. As such, BeerLAB must provide Participant with a weekly report of sales related to Participant's food that was purchased on the Premises during the previous week and the corresponding Percentage Fee. BeerLAB will provide a check payable to the Participant for the Percentage Fee along with each weekly report.

5. **Independent Contractor.** At all times during the performances of the Services under this Agreement, the Participant is acting and discharging its duties and responsibilities as an independent contractor. This Agreement is not to be construed to create an employment, joint venture, partnership, association, or any other affiliation or like relationship between the Parties. the Participant is not to be considered under the provisions of this Agreement, or otherwise, as having employee status with the Participant, or as being entitled to participate in any employee insurance or benefit plans, arrangements, distribution, or other benefits of any nature which may be provided by the Participant for its regular employees. As an independent contractor, the Participant is fully and completely responsible for paying all taxes due on all amounts paid to the Participant under this Agreement, and must indemnify and hold BeerLAB harmless from any failure to pay such taxes, including any interest and penalties assessed against BeerLAB. Annually, BeerLAB must provide the Participant one or more Internal Revenue Service 1099 forms as required by applicable law, showing all payments made by BeerLAB to or for the Participant.

6. **Responsibilities of Participant.** During the Term of this Agreement, Participant shall be responsible for the following:

6.1 *Permits and Licenses.* During the Term of this Agreement, the Participant must maintain in good standing all permits, licenses, and other regulatory permissions that might be required for the conduct of the Participant's food preparation and the Participant's lawful use of the Kitchen, including without limitation any required business license and general excise tax license. Participant must further be in good standing with the State of Hawaii Department of Health Sanitation Branch, and be in compliance with all of the applicable laws and regulations pertaining to restaurants and food service companies in the State of Hawaii.

6.2 *Employee Remuneration, Benefits and Insurance.* Participant is solely responsible for all salaries, wages, and benefits of any employee(s) of Participant working in the Kitchen. Participant is further solely responsible for procuring any and all insurance coverage required for the employee(s) of Participant while working in the Kitchen. BeerLAB is fully excluded from, and Participant must defend, indemnify and hold BeerLAB harmless for, any such responsibilities contemplated under this subsection.

6.3 *Cleaning and Sanitation.* Participant is responsible for cleaning all areas of the Kitchen used by Participant for preparation of its food items. After each use and prior to the Participant's departure, the Participant will restore to a clean and sanitary condition and portion of the Kitchen used by the Participant, including but not limited to floors, sinks, equipment, counters, surfaces, and the like. The Participant agrees that it will be charged the amount of \$30.00 per hour (1 hour minimum) for any cleanup required to be performed by BeerLAB to bring the Kitchen to a clean and sanitary condition, within the sole discretion of BeerLAB. The Participant must ensure that it is in compliance with State of Hawaii food preparation and sanitation regulations, and any additional sanitation guidelines provided by BeerLAB under the Use Policy (as defined in **Section 8**).

6.4 *Worker Safety.* The Participant is exclusively responsible to ensure that the Participant and its employees observe proper safety procedures while using the Kitchen. All employees of the Participant must have registered with BeerLAB and provided contact information in case of emergencies before being authorized to work in the Kitchen.

6.5 *Applicable Laws.* Participant is responsible for complying with all laws, rules, codes, and ordinances related to the preparation of food in a commercial kitchen in the State of Hawaii, and to comply with all rules provided in the Use Policy (defined in **Section 8** below).

6.6 *Debts and Liabilities.* Participant is solely responsible for all debts and liabilities incurred by it in the condition, preparation, and delivery of its food items. BeerLAB is fully excluded from, and Participant must defend, indemnify and hold BeerLAB harmless for, any such debts or liabilities contemplated under this subsection.

7. **Responsibilities of BeerLAB.** During the Term of this Agreement, Participant shall be responsible for the following:

7.1 *Food Establishment Permit.* BeerLAB is responsible for procuring and maintaining an Oahu Food Establishment Permit from the State of Hawaii, Department of Health Sanitation Branch for the Premises. Participant shall in good faith help to maintain the Premises and the Kitchen in a manner so as to preserve compliance with the Food Establishment Permit.

7.2 *Cleaning and Sanitation.* BeerLAB is responsible for general cleaning and sanitation of the Premises and the Kitchen.

7.3 *Operation of Business.* BeerLAB has the exclusive responsibility and right to determine the business operation and management of the Premises and the Kitchen. Participant has no liability or responsibility for the operation and management of BeerLAB's business, employees, or agents and any torts or other causes of action resulting therefrom. BeerLAB agrees to defend, indemnify, and hold harmless the Participant for same.

7.4 *Scheduling.* BeerLAB has the exclusive responsibility and right, in its discretion, to control the time and manner of all of the Participant's and Other Participants' access to and use of the Kitchen and the Premises. BeerLAB will, in its sole discretion, schedule days that Participant will be permitted to prepare and sell food to patrons on the Premises. BeerLAB will make its best efforts to create a schedule of days to serve patrons on the Premises

that accommodates the needs of BeerLAB's business and reasonable requests of both the Participant and the Other Participants.

Participants must provide a minimum of 4 hours advance notice to BeerLAB prior to use of Kitchen if not previously scheduled.

7.5 Point-of-Sale System. BeerLAB is responsible for managing the Point-of-Sale (POS) system for the Premises and taking all customer orders related to food and beverages for the Premises. BeerLAB will provide, as applicable, weekly summary reports of food sales related to Participant's preparation and sale of food on the Premises.

8. Commercial Kitchen Use Policy. The Participant acknowledges that it has received and read the Commercial Kitchen Use Policy attached to this Agreement as **Exhibit B** (the "**Use Policy**"). BeerLAB reserves the right to amend the Use Policy at any time upon written notice to the Participant. The Participant agrees to comply with all of the rules and obligations set forth in the Use Policy as currently stated and as modified at any time in the future. If the Participant violates the Use Policy, BeerLAB may impose fines upon the Participant and, in the event of multiple violations by the Participant, may terminate this Agreement in accordance with **Section 14** below.

9. Kitchen Provided "As Is". The Kitchen, including all equipment, fixtures, and improvements located in the Kitchen, are provided "As Is" and BeerLAB makes no representations, warranties, or guarantees, express or implied, including without limitation, the warranty of merchantability and the warranty of fitness for a particular purpose, relating to the Kitchen or the Participant's use of the Kitchen.

10. Use of Equipment. BeerLAB makes no representation or guarantee that any particular equipment located in the Kitchen will be available for the Participant's use at any particular time. The Participant is responsible for any damage, injury, or loss, including personal injury and property damage, resulting from the improper use or cleaning of any equipment in the Kitchen by the Participant.

11. Inspection. BeerLAB retains the right to enter the Kitchen and the Premises and inspect the operations of the Participant at any time. The State of Hawaii Department of Health, Honolulu Liquor Commission, Food and Drug Administration, Mall Management or Security, or other authority also holds the right to inspect without prior notice at any time deemed necessary by each respective agency.

12. Insurance. The Participant will maintain minimum coverage of \$500,000 of general liability and product liability insurance with BeerLAB named as an "additional insured" on such policy. The Participant must provide a Certificate of Insurance as proof of insurance to BeerLAB before the Participant may use the Kitchen.

Participant must also procure and maintain workers' compensation insurance in a sufficient amount to cover workers' compensation liability under the laws of the State of Hawaii if Participant has any individuals other than owners working on the Premises and in the Kitchen.

13. Indemnification. The Participant must indemnify and hold BeerLAB harmless from and against any and all claims, liability, damages, costs, expenses, and penalties including reasonable attorney's fees and expenses incurred by BeerLAB, resulting or arising from: (i) the Participant's violation of any laws, codes, ordinances, or regulations; (ii) the Participant's breach of this Agreement; (iii) the Participant's use, maintenance, or control of the Kitchen, or any portion of the Kitchen; or (iv) injury or death to third parties, guests, customers, or invitees on the Premises, or any of BeerLAB's members, managers, employees, agents, or invitees, occurring on the Premises and caused by the Participant.

14. Termination. This Agreement may be terminated as follows:

14.1 BeerLAB. BeerLAB may terminate this Agreement for convenience by providing written notice to the Participant specifying the termination date, which written notice must not less than 15 days prior to the termination date.

14.2 Participant. The Participant may terminate this Agreement for convenience by providing written notice to BeerLAB specifying the termination date, which written notice must not less than 30 days prior to the termination date.

15. Miscellaneous Provisions.

15.1 Assignment. The Participant may, directly or indirectly, assign or otherwise transfer this Agreement or any interest in this Agreement or obligation under this Agreement, without the prior written consent of BeerLAB.

15.2 Survival. All of the Participant's covenants, representations, and indemnifications set forth in this Agreement survive termination or cancellation of this Agreement, for any reason, whether with cause or without cause.

15.3 Severability. The Parties intend that all provisions of this Agreement be interpreted and construed in a manner making those provisions valid, legal, and enforceable. If a court of competent jurisdiction finds that any provision of this Agreement (or any portion of any provision) to be wholly or partially invalid, illegal, or unenforceable, then that provision (or portion of it) is to be deemed to be modified or restricted to the extent necessary to make that provision (or portion of it) valid, legal, and enforceable. If any such provision (or portion of it) cannot be so modified or restricted, then that provision (or portion of it) is to be deemed to have been excised from this Agreement; and the validity, legality, and enforceability of the remainder of this Agreement is not to be affected or impaired in any manner.

15.4 Notice. All notices, requests, any other communication to any Party under this Agreement must be in writing and must be addressed to the receiving Party's address set forth on the signature page below, and will be deemed effective: (a) if delivered by hand, at the time of delivery thereof to the receiving Party; (b) if sent by certified mail, return receipt requested, postage prepaid, three (3) business days following the day such mailing is made; or (c) if sent via electronic mail (email), the date stamp provided in the email header.

15.5 Entire Agreement. This Agreement (including its recitals) and all other agreements, exhibits, and schedules referred to in this Agreement constitute(s) the final,

complete, and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the Parties. This Agreement may not be contradicted by evidence of any prior or contemporaneous statements or agreements. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation, understanding, agreement, commitment or warranty outside those expressly set forth in this Agreement.

15.6 *Amendments.* No purported amendment, modification, or waiver of any provision of this Agreement must be effective unless in a writing specifically referring to this Agreement and signed by all of the Parties hereto.

15.7 *Fees and Expenses.* Each Party must pay their own fees and expenses incurred in connection with negotiating and preparing this Agreement and consummating the transactions contemplated hereby, including but not limited to fees and disbursements of their respective attorneys and accountants.

15.8 *Governing Law.* This Agreement must be construed and enforced in accordance with the laws of the State of Hawaii, but excluding its conflict of laws principles.

15.9 *Counterparts and Electronic Signatures.* This Agreement may be executed in two or more counterparts, each of which must be deemed an original but all of which together must constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by email or other electronic signature by any of the Parties to any other Party and the receiving Party may rely on the receipt of such document so executed and delivered by email as if the original had been received.

15.10 *Waiver.* The terms, conditions, warranties, representations and indemnities contained in this Agreement, including the documents, instruments and agreements executed and/or delivered by the Parties under this Agreement, may be waived only by a written instrument executed by the Party waiving compliance. Any such waiver must only be effective in the specific instance and for the specific purpose for which it was given and must not be deemed a waiver of any other provision hereof or of the same breach or default upon any recurrence thereof. No failure on the part of a Party hereto to exercise and no delay in exercising any right under this Agreement must operate as a waiver thereof nor must any single or partial exercise of any right under this Agreement preclude any other or further exercise thereof or the exercise of any other right.

--- Rest of page intentionally left blank; signature page to follow. ---

The Parties are executing this Commercial Kitchen Participation Agreement as of the Effective Date.

THE PARTICIPANT

BEERLAB

Sistha truck

By: _____

Arturo Silva

MASAO PROPERTIES INCORPORATED,
a Hawaii corporation

By: _____

Name: Nicolas Wong
Title: President

Address: _____

Address: _____

Email: _____

Email: _____

RECEIVED
HONOLULU COMMISSION
DEC OF HONOLULU
2011 JUN 12 A 10 36

EXHIBIT A
The Premises and the Kitchen

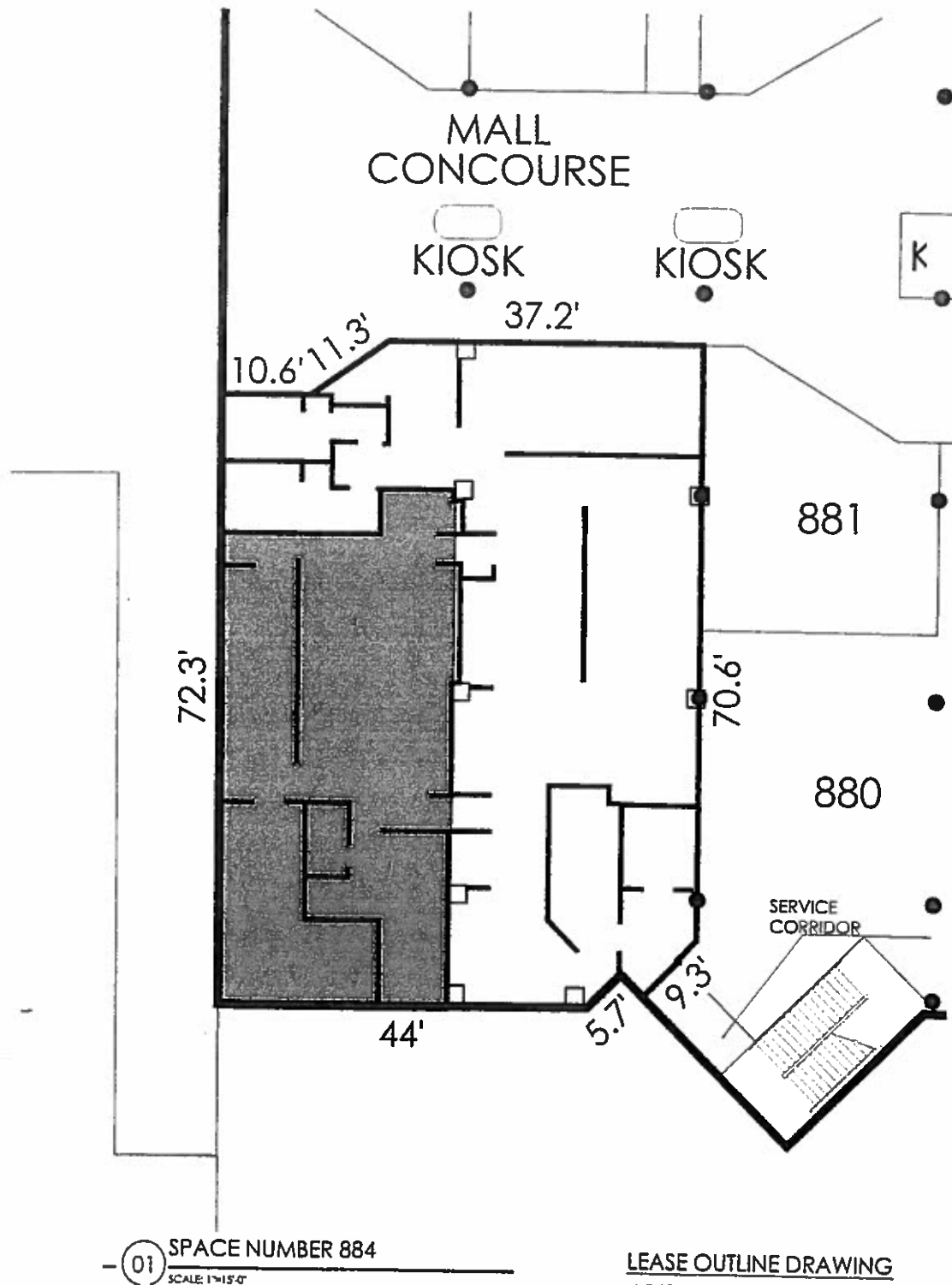


EXHIBIT E

EXHIBIT B
Commercial Kitchen Use Policy

Shared-Use Kitchen. Participants must remember that this is a shared-use Kitchen. Empty trash containers in the Kitchen, leave trash can clean, and place garbage in the mall-designated trash compactors. Please help take care of our community commercial kitchen by sweeping the floor, wiping out the sinks or anything else that you can see needs attention. This space is for your convenience.

Scheduling. Participants must request use of the Kitchen at least one week in advance by emailing _____ or calling _____. If space is available, requests will be accepted up to 48 hours in advance, Participants must call or email BeerLAB, who will notify the Participant if the requested Kitchen and equipment are available.

Cancellations. Cancellations of the Kitchen must be received as soon as possible but no later than 48 hours in advance. Repeated cancellations may result in the Participant being denied use of the Kitchen.

No Shows. If no cancellation notice is received within 24 hours in advance of the scheduled Kitchen time, and other Participant has been denied access due to that prior reservation, then the "no-show" Participant will be charged a fee of \$500.00.

Sign-In Sheets. All Participants are required to sign in when they arrive in the Kitchen. All Participants must complete a Kitchen Checklist to note any areas of the Kitchen that needs attention. Participants sign out when they are finished cleaning the Kitchen. Failure to accurately sign in and out may result in the Participant being denied use of the Kitchen.

Keys. If necessary, BeerLAB will provide Participants with access to the Premises, including but not limited to keys, access cards, combinations, etc. Participants are responsible for any keys to the Premises, and will be charged \$50.00 for any lost keys.

Cleaning Time. Cleaning time at the end of each Participant's operation is essential to ensure thorough cleaning and sanitation. Please make sure to allow ample time for thorough cleaning.

Facility Failure. BeerLAB is not responsible for any facility failures, including but not limited to utilities failures on the Premises or the Kitchen, unless such failures are caused by BeerLAB.

Eligible Participant. Only those Participants and their employees that are registered and authorized by BeerLAB are allowed to be in the Kitchen area. Each employee must have been trained and received a copy of this Use Policy.

Children. No children under the age of 16 are allowed in the Kitchen when food processing is taking place. No unsupervised children are allowed in the Premises at any time.

Animals. No live animals are allowed on the Premises or in the Kitchen at any time.

No Smoking/Drugs. No smoking or illegal drugs are allowed on the Premises or in the Kitchen at any time.

Kitchen Property. No equipment, fixtures, furniture, or other improvements or items that belong in the Kitchen or on the Premises are ever allowed to leave the Kitchen or the Premises.

Small Wares. Participants are permitted to use items that are located in the Kitchen. BeerLAB is not required to, and will not, provide any additional items that are not currently contained in the Kitchen. Participants are encouraged to bring their own items that are not found in the Kitchen, such as towels, cooking items, pans, small wares, and other special items necessary to their specific food production. Any items not commonly utilized in a commercial kitchen must be approved in writing by BeerLAB in advance of being brought onto the Premises. A Participant must remove its equipment from the Kitchen at the end of its scheduled time. Any items left in the Kitchen by a Participant is considered abandoned and may be disposed of by BeerLAB in its sole discretion.

Injuries. A Participant must promptly report to BeerLAB via email at _____ or phone at _____ any personal injuries or property damage arising at any time during and/or arising out of or in any way connected to the Participant's use or occupancy of the Kitchen.

Use of Kitchen by Third Parties. Under no circumstances must a Participant allow any other organization, company, or individual to use the Kitchen for the period which the Participant has scheduled.

Fine. The fine for violation of this Use Policy is a maximum of \$250.00 per occurrence.

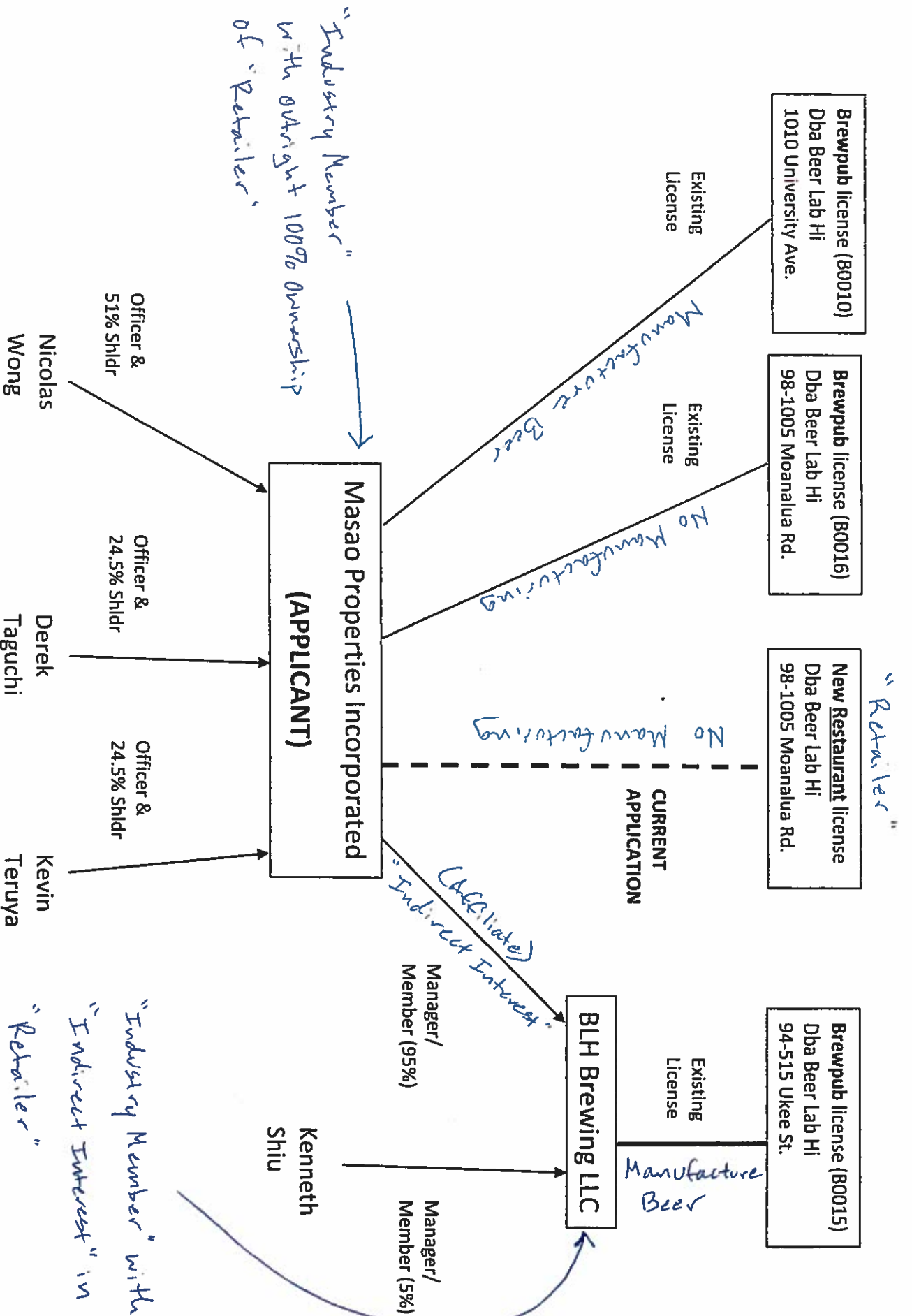
Clothing. All members working in premise must be presentable.

Mall Rules and Regulations. Participants are required to abide by Mall Rules and Regulations.

Parking. Tenant and their employees should restrict parking to areas designated by Mall Management. Tenant shall not park any camper, recreation vehicle, trailer, bus, large truck or other vehicles that exceed the size of an individual parking space. Tenant may not use any portion of the Shopping Center property for lodging purposes. Failure to follow designated parking rules may result in a Tenant violation or employee car being towed.

Trash Disposal. Trash must be removed from premises at the end of each day. Trash may be disposed of in the Mall Trash rooms. Cardboard must be broken down and separated from all other waste material and placed in the cardboard recycling dumpster. Waste should not be left outside the compactors or cardboard recycling dumpsters. If there is a problem with the compactor, Participant should notify BeerLAB.

Use of Dining Area. Participant is not allowed use the Dining Area before or after hours, while BeerLAB staff is not present. There shall be absolutely no consumption of alcohol on the Premise before or after operating hours. Any violation of this rule may lead to fines and immediate termination.



NOISE IMPACT EVALUATION

PREMISES: Beer Lab HI LIC. NO. (New)

ADDRESS: 98-1005 Moanalua Road Unit 884 Aiea, HI 96701

DATE: 3/4/21 W/IN 500 FT. W/IN 100 FT.

TOTAL NO. OF OWNERS/LESSEES OF RECORD _____

TOTAL NO. OF CONDOMINIUMS _____

TOTAL NO. OF COOPERATIVE APT. OWNERS _____

ZONING DESCRIPTION B-2 Business Community
(Residential, Commercial, etc.)

STRUCTURAL DESCRIPTION OF LICENSED PREMISES:

WALLS: HOL. TILE _____ MASONRY ☒ WOOD _____ GLASS ☒

GYPSUM ☒ OTHER _____

APPROXIMATE PERCENTAGE OF WINDOW SPACE 20%

DOUBLE DOORS (inner & outer): YES _____ NO ☒

UNENCLOSED SECTION(S) OF PREMISES (lanai, courtyard, etc.):

None

AIR-CONDITIONED: YES _____ NO _____

POTENTIAL OF PREMISES TO ADEQUATELY CONTAIN NOISE:

POOR _____ FAIR ☒ GOOD _____

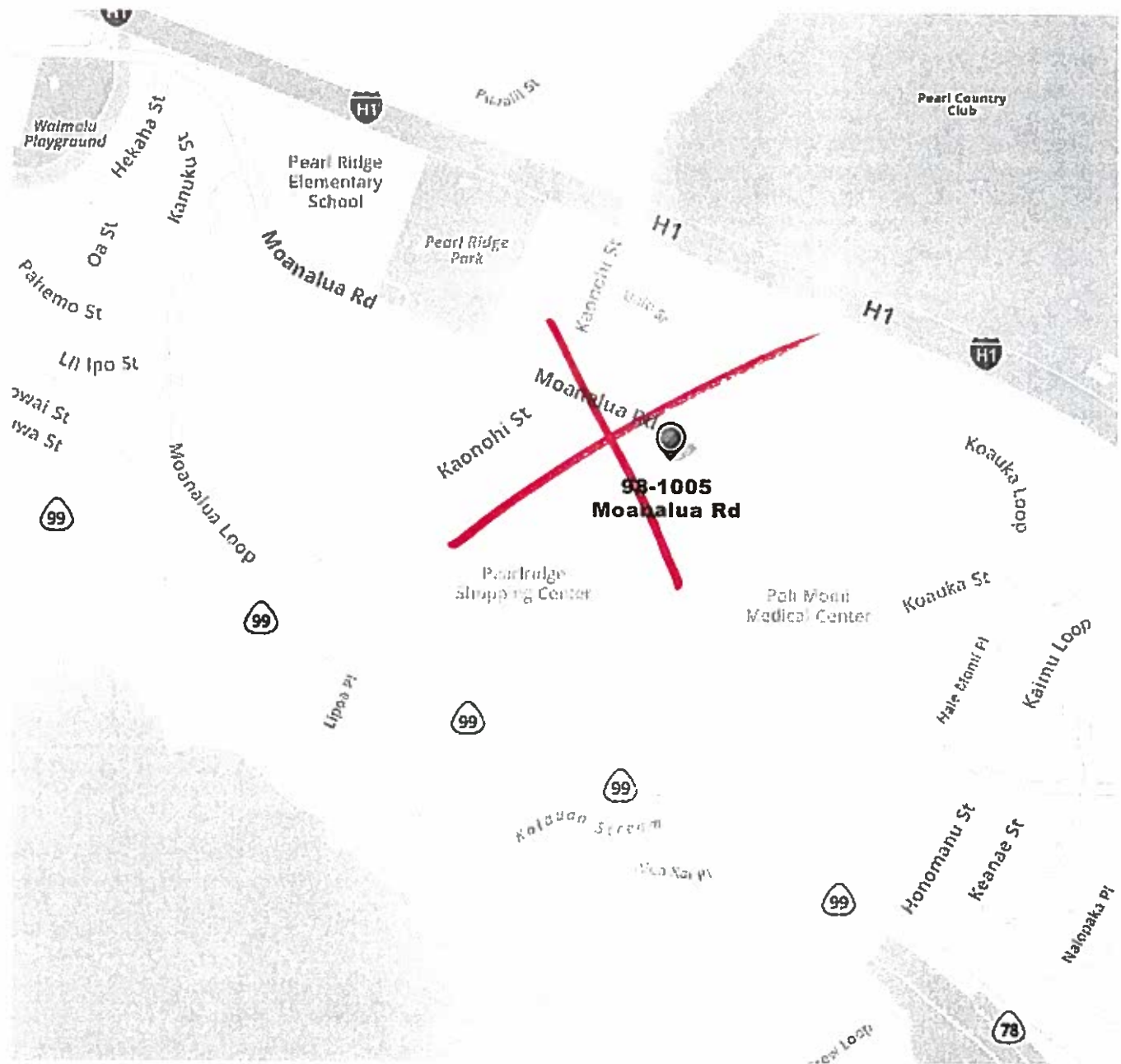
REMARKS:


INVESTIGATOR III

{NOTE: EVALUATION IS NOT BASED ON TECHNICAL QUALIFICATIONS OF THE INVESTIGATOR, AND NO CLAIM TO THE CONTRARY IS MADE OR IMPLIED.}

98-1005 Moanalua Rd

Aiea | HI 96701-4700



LICENSING INVESTIGATIVE REPORT

DATE: March 15, 2021

SUBJECT: Stand-Alone Temporary Application No. 21-22906 from Saiminsays LLC dba Papa Kurt's, Restaurant General (Category 1: Standard) license at the former location of Aguplus, LLC dba Agu Ramen, located at 925 Isenberg Street, Honolulu HI

NOTIFICATION OF AUTHORIZED AGENT:

In form LIQ-LIC-106, Notification of Authorized Agent, dated and received by the commission on March 9, 2021, Saiminsays LLC, authorizes Neal Gota to represent them in all liquor related matters.

WAIVER:

On September 17, 2020, the Commission granted the applicants request to waive Rule 3-82-32.1(a) requiring a temporary license to be filed within five working days of the surrender of the previous license or the close of business. Aguplus, LLC dba Agu Ramen (R1073) was not renewed on June 30, 2019.

COMPANY STRUCTURE:

Saiminsays LLC: was organized under the laws of the State of Hawaii on August 18, 2020, as a manager-managed limited liability company.

The Manager/ Members are:

		<u>Percent</u>
CK Catering LLC	Member/ Manager	35.7%
Saiminsays II LLC	Member	64.3%
	Total	100%

CK Catering LLC: was organized under the laws of the State of Hawaii on February 6, 2019, as a member-managed limited liability company.

The sole Member is:

		<u>Percent</u>
Christopher Kajioka	Member	100%
	Total	100%

COMPANY STRUCTURE-CONTINUED:

Saiminsays II LLC: was organized under the laws of the State of Hawaii on December 7, 2020, as a manager-managed limited liability company.

The Manager/ Members are:

		<u>Percent</u>
CK Catering LLC	Manager	0%
Koyo Investment LLC	Member	21%
DTC Pap Kurt LLC	Member	64%
<u>Takeshi Saeki</u>	<u>Member</u>	<u>15%</u>
	Total	100%

FINANCIAL STATEMENT OF SAIMINSAYS LLC AS OF SEPTEMBER 2020:

Applicant submitted a Financial Statement dated and received by the Commission March 9, 2021 and certified by the applicant to be substantially correct.

NEW APPLICATION FILED:

The applicant filed for a New Liquor License, Application 21-22907 on March 9, 2021.

LANDLORD CONSENT:

According to a letter from Kevin Chong-Kee, President of the St. Louis Alumni Association (Landlord), dated October 8, 2020 and received by the Commission March 9, 2021, allows for the applicant to operate on a temporary liquor license and for the selling and consumption of liquor on the premises.

LIQUOR PURCHASE:

The applicant is aware of Sec. 281-32, HRS, which requires that all liquor purchases made under a temporary license must be paid for in cash, check, or certified check at the time of delivery of liquor and that all liquor must be purchased from a licensed wholesaler.

EFFECTIVE DATE OF TEMPORARY LICENSE:

Unless otherwise approved by the Commission the temporary license will be effective no later than 7 days after its approval by the liquor Commission.

OPINION:

In my opinion, the applicant has complied with the minimum requirements of filing this temporary application.



Matthew Foster
Licensing Investigator

Reviewed by:



Daniel Sato
Supervising Investigator

MS/6/2021
ah

LICENSING INVESTIGATIVE REPORT

Date: March 15, 2021

SUBJECT: Miscellaneous Request No. 21-22786 from ATLAN LLC dba In Between Dispenser General (Category-1 Standard) license, at 2155 Lauula Street, Honolulu, for permanent Increase, Alteration & Renovation of its licensed premises (E1285)

EXISTING LICENSED PREMISES:

Location: The licensed premises is located at 2155 Lauula Street, Honolulu; approximately 100 feet Ewa of Lewers Street and 33 feet Makai of Lauula Street.

Details of Premises: The irregular shaped premises occupies 553 square feet of space; a frontage of approximately 17 feet at the ewa-side, and a depth of 27' 6". The main entrance is at the ewa-mauka corner, with a rear emergency exit at the Makai-kkhd corner of the premises.

The "L" shape bar, 7' x 14' is located at the Makai-ewa side of the licensed premises.

See **Exhibit A**, current floor plan

PERMANENT INCREASE & ALTERATIONS:

On January 29, 2021, authorized member John Blatt request commission approval to permanent increase/extend outside of licensee, alter & renovate interior of current licensed premises.

- 17' x 5' (85 square feet) of outdoor seating to include the main entrance/door.
- Replace old bar with new bar-counter (13' x 22") with access on both ends; ewa & kkhd side.
- Back-bar counter along Makai wall; 17' x 32"
- "L" shape bar counter against Ewa wall and below new service window to extended/increased area.
- Stand-up drinking counter-rail 17 feet in length along mauka side wall
- Partition fronting storage & restrooms
- Minor renovation and install new sink & lavatory to men/women's restrooms; 13' x 7' See **Exhibit B**, proposed floor plan.

REASON FOR REQUEST:

According to the applicant, to create a new look, more space and to comply with State regulations and COVID 19 restrictions.

LANDLORD AUTHORIZATION:

The landlord authorization dated January 8, 2021, and received by Commission on January 12, 2021, for the increase of licensee.

NEIGHBORHOOD BOARD NOTIFICATION:

Not Required.

REDEFINED LICENSED PREMISES:


On my preliminary inspection on February 25, 2021, it appears that the applicant was preparing its interior area for alteration/renovation; photos were taken on March 12, 2021.

See **Exhibit C1 & C2**, photograph of areas being altered within licensed premises.



OPINION:

Statutory requirements has not been met for this filing.

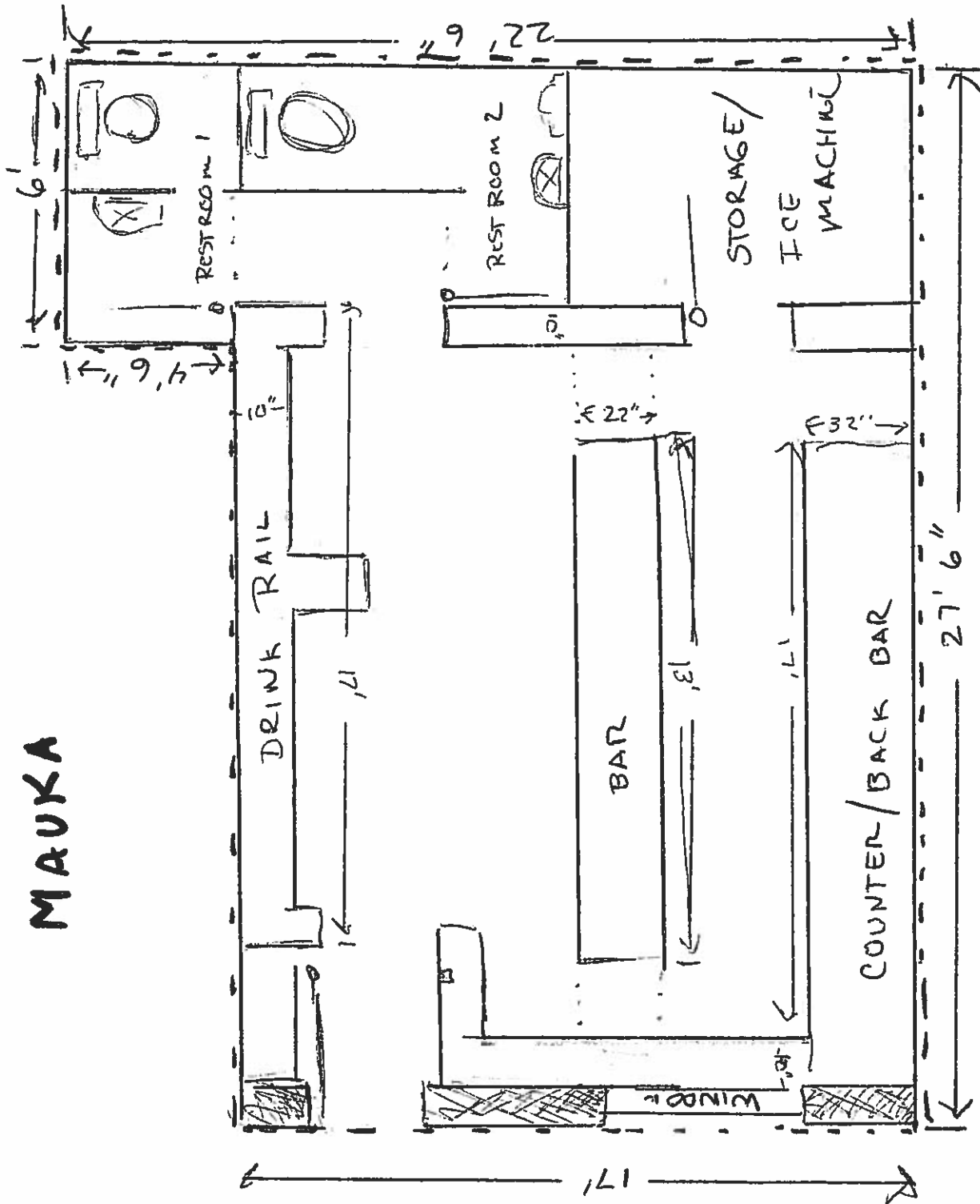
Alteration were already begun without Commission approval.


Homer Tamapua
Licensing Investigator

Reviewed By:


Daniel Sato
Supervising Investigator 

K K H D



IN BETWEEN
FLOOR PLAN
SC 1/4" = 1'

EXHIBIT A

SCALE $\frac{1}{4}'' = 1'$

EXHIBIT B



VIEW FROM THE FRONT OF PREMISES

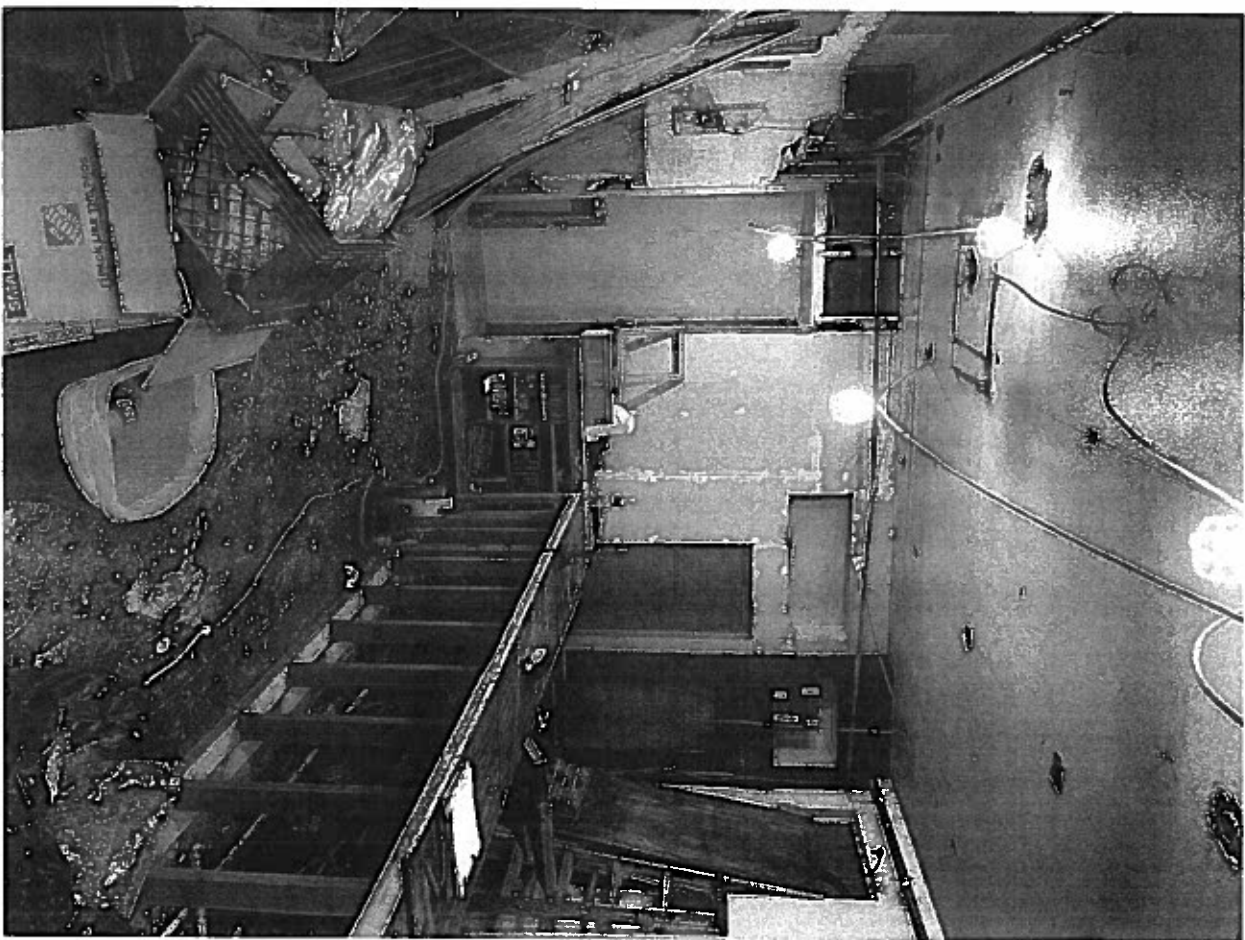


EXHIBIT C 1

VIEW FROM THE REAR OF PREMISES



EXHIBIT C 2

LICENSING INVESTIGATIVE REPORT

DATE: March 16, 2021

SUBJECT: Miscellaneous Request No. 21-22912 from 17A Productions, LLC, dba Skull & Crown Trading Company, Restaurant General (Category 2-Music/Dancing) license, 62 N. Hotel Street, Honolulu, requesting Commission approval to extend the licensed premises temporarily on: Thursday, March 25, 2021, to Saturday, December 31, 2021, from 6:00 p.m. till 10:00 p.m. (daily) (R1391)

DESCRIPTION OF THE CURRENTLY LICENSED PREMISES:

The current licensed area is located in premises is located in at 62 N. Hotel Street. It is on the ground floor corner, with the main entrance located on the South side of the licensed premises. The licensee also has an outdoor patio area located on the North side of the premises. See **Exhibit A**.

TEMPORARY EXTENSION REQUESTED:

On HLC Form LIQ-LIC-127 (Request for Approval of Extensions/Deletions of Premises, dated March 1, 2021, and received by the Commission on March 11, 2021, Angelina Khan, member, requests for an extension of prior approval for temporary extension of premises.

Thursday, March 25, 2021, to Saturday, December 31, 2021, from 6:00 p.m. till 10:00 p.m. (daily).

REASON FOR REQUEST:

The licensee is requesting additional seating area due to COVID-19 spacing guidelines.

Alcoholic beverages will be served in the extended area.

DETAILS OF EXTENDED AREA:

The extended area will be from the current outdoor licensed area.

The location of the temporary extension starts after exiting the backdoor of the indoor licensed area, past the covered walkway, approximately 12 feet in the West direction.

It will then be approximately 54 feet in the Northeast direction, then towards the East direction approximately 18 feet.

DETAILS OF EXTENDED AREA (CONTINUED):

It will then be into the South direction approximately 16 feet, and adjoined to the current licensed area, described as the deck.

For more information, see **Exhibit B**.

LANDLORD'S CONSENT:

According to HLC Form for Landlord Authorization for Sale and Service of Liquor, dated July 24, 2020, and received by the Commission on March 11, 2021, Ernest Hunt, owner/representative of Springwood Vista Ltd., confirms approval of the licensee's request to use additional space in connection with its premises. It was noted that the landlord did not specify an end date for this request. The licensee was notified on March 16, 2021, to further clarify.

REDEFINED LICENSED PREMISES:

On the aforementioned dates, the current licensed premises will remain licensed if this request is granted. Areas of this request is as described in the details of extended area section.

PREVIOUS APPROVAL FOR TEMPORARY EXTENSION OF PREMISES:

Licensee has no temporary extension requests within the past year.

SPECIAL CIRCUMSTANCES:

Licensee shall comply at all times with the Office of the Governor of the State of Hawaii Proclamations and the Office of the Mayor of the City and County of Honolulu Emergency Orders.

OPINION:

The licensee has met statutory requirements of filing this request.

REVIEWED BY:

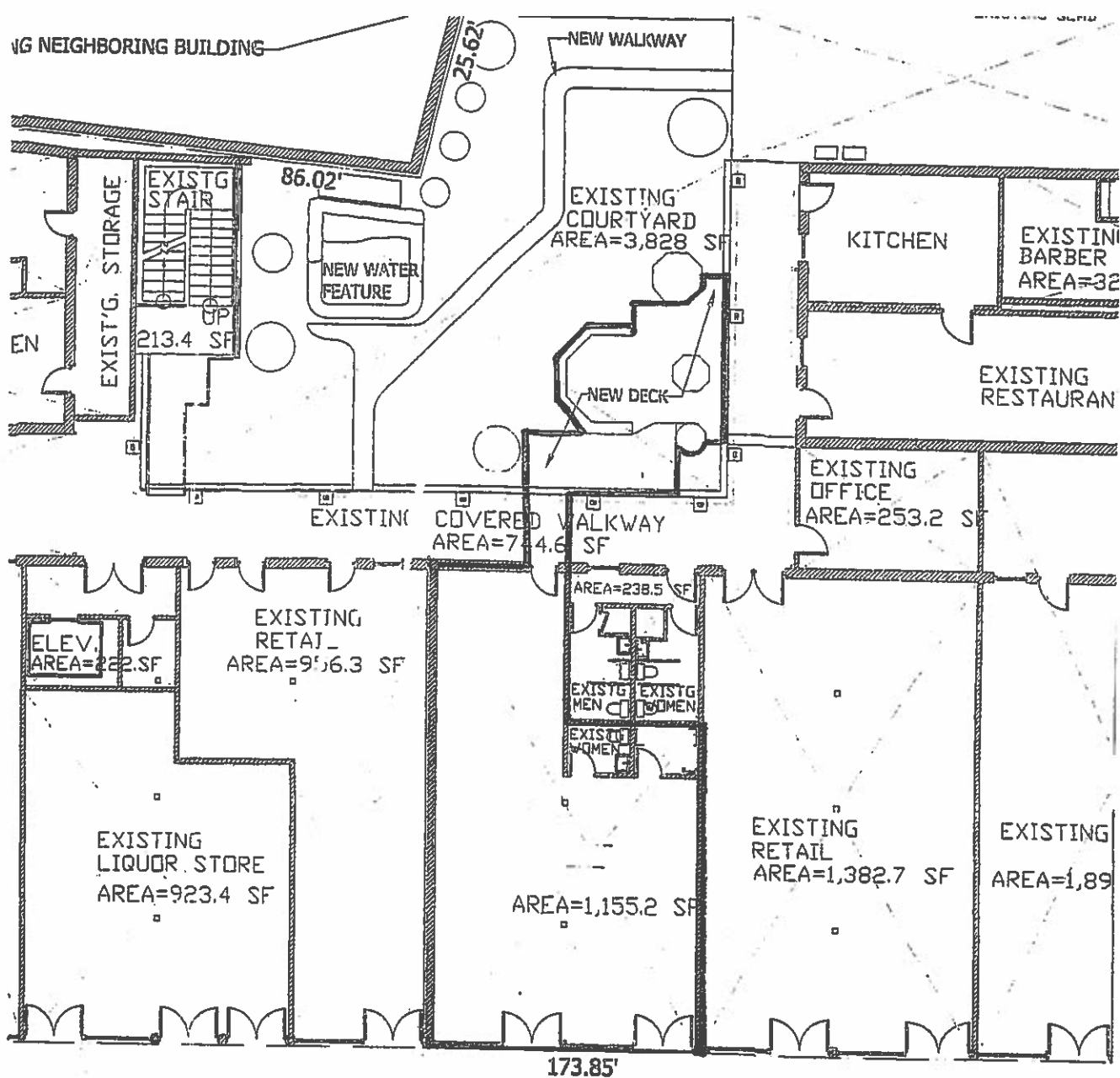

Peter Nakagawa
Chief Investigator

ah

3/16/2021



Daniel Sato
Supervising Investigator



HOTEL STREET

FLOOR PLAN (NO CHANGES TO FLOOR AREAS)

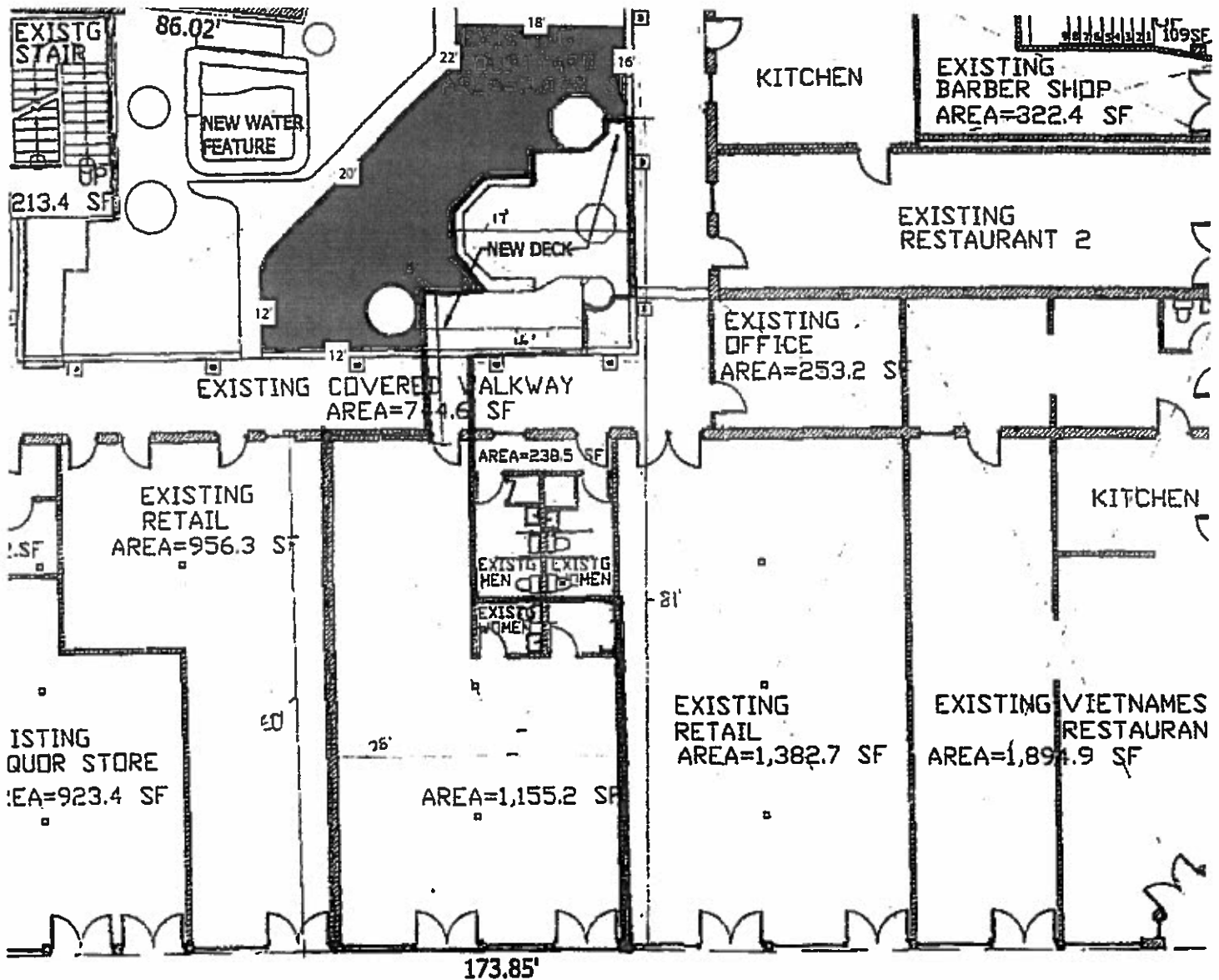
ZONING INFO

ZONING (LUO):	BMX-4 CENTRAL BUSINESS MIXED USE
FLOOD ZONE:	FIRM ZONE X
HEIGHT LIMIT:	40 FEET
HISTORIC SITE REGISTER:	NATIONAL REGISTER: VERIFY WITH DLNR
LOT RESTRICTIONS:	NONE
SMA/SHORELINE:	NOT IN SMA
SPECIAL DISTRICT:	CHINATOWN (SPECIAL DISTRICT)
STATE LAND USE:	URBAN DISTRICT
STREET SETBACK:	NONE

CODE ANALYSIS:

OCCUPANCY:	MIXED GROUPS	B, A-3, M
TYPE OF CONSTRUCTION:	TYPE III-B	
HEIGHT:	31'-3"	
No. OF STORIES:	2	
ALLOWABLE AREA:	12,000 SF/FLOOR PLUS 75% INCREASE	
OCCUPANT LOAD-1ST FLOOR:	458.9	0
OCCUPANT LOAD-2ND FLOOR:	102.0	0
TOTAL OCCUPANT LOAD :	561.7	0
ACCESSIBILITY:	561.4	
THIS BUILDING WAS REMODELED TO MEE WITH DISABILITIES ACT RELATING TO ACT DISABILITIES.		

EXHIBIT A



HOTEL STREET



2 PLAN (NO CHANGES TO FLOOR AREAS)

FO

* BMX-4 CENTRAL BUSINESS MIXED USE
 : FIRM ZONE X
 : 40 FEET
 E REGISTER: NATIONAL REGISTER: VERIFY WITH DLNR
 TIONS: NONE
 JNE: NOT IN SMA
 TRICT: CHINATOWN (SPECIAL DISTRICT)
 USE: URBAN DISTRICT
 BACK: NONE

CODE ANALYSIS:

OCCUPANCY: MIXED GROUPS B, A-3, M
 TYPE OF CONSTRUCTION: TYPE III-B
 HEIGHT: 31'-3"
 No. OF STORIES: 2
 ALLOWABLE AREA: 12,000 SF/FLOOR PLUS 75% INCREASE DUE TO 50' PUBLIC
 THREE SIDES OF BUILDING PER SECTION 505.1.2

EXISTING	NET CHANGE	NEW TOTAL	
OCCUPANT LOAD-1ST FLOOR:	458.9	0	458.9
OCCUPANT LOAD-2ND FLOOR:	102.5	0	102.5
TOTAL OCCUPANT LOAD :	561.7	0	561.4

ACCESSIBILITY: THIS BUILDING WAS REMODELED TO MEET REQUIREMENT
 WITH DISABILITIES ACT RELATING TO ACCESSIBILITY TO P
 DISABILITIES.

Imagery ©2021 CyberCity 3D, Inc. / 3D Travel Inc., Maxar Technologies, U.S. Geological Survey, USGS, Map data ©2021 Google 100 ft



From: Carrie Fewell

carrie@unclesrestaurants.com

Subject: Liq Lic Inventory Balancing form

Date: Mar 17, 2021 at 10:40:02 AM

To: Bruce Johnson

bruce@unclesrestaurants.com

Please place on
Agenda 3/25/21 ah

Revised for Office Use (Date/Time Stamp)

LIQUOR COMMISSION
CITY AND COUNTY OF HONOLULU
711 KAPOLANI BOULEVARD, SUITE 602 HONOLULU, HAWAII 96813-5248
PHONE (808) 768-7300 • EMAIL licensing@hawaii.gov
INTERNET ADDRESS <http://hawaii.gov/lic>

REQUEST FOR APPROVAL OF INVENTORY BALANCING

Licensee Name Uncle's at Pearlridge LLC

Liquor License # R1330

Trade Name / DBA Uncle's at Pearlridge LLC

PARTICIPATING LOCATIONS: ☒ Additional sheets attached

The requesting licensee and the participating locations MUST be under common ownership.

Trade Name / DBA

Uncle's Fishmarket & Grill LLC

Liquor License #

R0823

Location where Inventory Balancing Records will be kept:

Address 1135 N. Nimitz Hwy

Include: Street Number, Street Name, Unit or Suite Number, City, State, Zip Code

Records Contact Person 808-369-7558

Title Bookkeeper

Phone # 808-369-7558

Mobile # 951-833-0138

Email carrie@unclesrestaurants.com

Licensee represents that upon request, it shall produce any records related to the inventory balancing approved herein, which records shall accurately reflect the date, product, amount, originating location, and movement between or among the locations identified above. Failure to comply with these recordkeeping requirements may result in cancellation of the inventory balancing approval for the rest of the liquor license year. These records shall be kept for not less than four (4) years. The permit shall expire at the end of the liquor license year and must be renewed annually.


SIGNATURE Licensee (Owner)

3/17/21
DATE

Bruce Johnson

PRINT Licensee (Owner)

OWNER
TITLE

808 870-0707
PHONE NUMBER

SAME
MOBILE PHONE NUMBER

bruce@unclesrestaurants.com
EMAIL

For HLC Office Use Only

START DATE

Month / Day / Year

☒ Approved

☐ Denied

END DATE

Month / Day / Year

For the "Don" Picerno, Jr.
Administrator

Date

LICENSE R1330

LICENSE, LICENSEE, OFFICER DATA

TYPE: RESTAURANT
KIND: GENERAL
CAT: STANDARD
STATUS: ACTIVE

EFF DATE: 11/21/2018
START DATE: 07/01/2020
EXPIRE DATE: 06/30/2021
ZONE:
LICENSE: R1330
OLD LICNUM:
AMOUNT: 1,800.00
DURATION: 12

NAME: UNCLE'S AT PEARLRIDGE LLC

ADDRESS: 98-1005 MOANALUA RD, SUITE 2210
CITY: AIEA
PHONE: 275-0063

STATE: HI
ZIPCODE: 96701

LICENSEE NAME: UNCLE'S AT PEARLRIDGE LLC

ADDRESS: C/O 1135 N. NIMITZ HWY
CITY: HONOLULU

STATE: HI

ZIPCODE: 96817

OFFICER NAME:

AND BRUCE W. JOHNSON AS TRUSTEE

THE BRUCE W. JOHNSON TRUST

TITLE:

MGR/MBR

HIRE DATE:

11/21/2018

ID:

STOCK:

100

COMMENTS: REFERENCE APP#18-14560
BRUCE JOHNSON 870-0707 BRUCE@UNCLESRESTAURANTS.COM

LICENSE R0823

LICENSE, LICENSEE, OFFICER DATA

TYPE: RESTAURANT
KIND: GENERAL
CAT: DANCING
STATUS: ACTIVE

EFF DATE: 06/18/2007
START DATE: 07/01/2020
EXPIRE DATE: 06/30/2021
ZONE:

LICENSE: R0823
OLD LICNUM:
AMOUNT: 1,980.00
DURATION: 12

NAME: UNCLE'S FISHMARKET AND GRILL LLC

ADDRESS: PIER 38, HONOLULU HARBOR UNIT FV8
CITY: HONOLULU
PHONE: 275-0063
STATE: HI
ZIPCODE: 96817

LICENSEE NAME: UNCLE'S FISHMARKET AND GRILL LLC

ADDRESS: C/O 1135 N. NIMITZ HWY
CITY: HONOLULU

OFFICER NAME:

FRESH ISLAND FISH CO., INC.

TITLE:

MGR-MBR

STATE: HI

ZIPCODE: 96817

HIRE DATE:

06/18/2007

ID:

STOCK:

100

COMMENTS: JOHNSON, BRUCE WAYNE-FRESH ISLAND FISH-PRES/VP/SEC/TREAS/DIR 870-0707 BRUCE@UNCLESRESTAURANTS.COM
APPLICATION NO. 1648 GRANTED ON JUNE 14, 2007; EFFECTED JUNE 18, 2007.
JUDY BARBER AUTH AGENT PER LTR 6/23/2010

DCCA State of Hawaii

Downloaded on March 9, 2021.

The information provided below is not a certification of good standing and does not constitute any other certification by the State.

Website URL: <http://hbe.ehawaii.gov/documents>

Business Information

MASTER NAME	UNCLE'S FISHMARKET AND GRILL LLC
BUSINESS TYPE	Domestic Limited Liability Company (LLC)
FILE NUMBER	50582 C5
STATUS	Active
PLACE INCORPORATED	Hawaii UNITED STATES
REGISTRATION DATE	Jan 31, 2007
MAILING ADDRESS	1135 NORTH NIMITZ HWY HONOLULU, Hawaii 96817 UNITED STATES
CONSENT NAME	FRESH ISLAND FISH CO., INC.
SIMILAR NAME	UNCLE'S FISHMARKET AND GRILL
PARTNER TERMS	AT-WILL
MANAGED BY	MEMBER(S)
AGENT NAME	BRUCE W JOHNSON, TRUSTEE OF THE BRUCE W JOHNSON TRUST
AGENT ADDRESS	1135 N NIMITZ HWY HONOLULU, Hawaii 96817 UNITED STATES

Annual Filings

FILING YEAR	DATE RECEIVED	STATUS
2021	Feb 18, 2021	Processed
2020	Jan 3, 2020	Processed
2019	Jan 4, 2019	Processed
2018	Feb 5, 2018	Processed
2017	Mar 30, 2017	Processed
2016	Jan 15, 2016	Processed
2015	Jan 6, 2015	Processed
2014	Jan 10, 2014	Processed
2013	Jan 3, 2013	Processed
2012	Jan 5, 2012	Processed
2011	Jan 3, 2011	Processed
2010	Jan 21, 2010	Processed
2009	Jan 8, 2009	Processed
2008	Jan 15, 2008	Processed

Officers

NAME	OFFICE	DATE
THE BRUCE W JOHNSON TRUST, BRUCE W JOHNSON, TRUSTEE	MEM	Aug 28, 2018

Trade Names

NAME	TYPE	CATEGORY	REGISTRATION DATE	STATUS
UNCLE'S FISHMARKET & GRILL	Trade Name	NO CATEGORY SELECTED	May 18, 2015	Expired
UNCLE'S FISHMARKET AND GRILL	Trade Name	NO CATEGORY SELECTED	May 18, 2015	Expired
UNCLE'S SEAFOOD MARKET & BISTRO	Trade Name	NO CATEGORY SELECTED	Feb 4, 2016	Active
UNCLE'S FISHMARKET & CAFE	Trade Name	NO CATEGORY SELECTED	May 18, 2015	Expired

DCCA State of Hawaii

Downloaded on March 9, 2021.

The information provided below is not a certification of good standing and does not constitute any other certification by the State.

Website URL: <http://hbe.hawaii.gov/documents>

Business Information

MASTER NAME	FRESH ISLAND FISH CO., INC.
BUSINESS TYPE	Domestic Profit Corporation
FILE NUMBER	53796 D1
STATUS	Active
PURPOSE	FISH WHOLESALER
PLACE INCORPORATED	Hawaii UNITED STATES
INCORPORATION DATE	May 2, 1983
MAILING ADDRESS	1135 N NIMITZ HWY HONOLULU, Hawaii 96817 UNITED STATES
TERM	PER
AGENT NAME	FRESH ISLAND HOLDINGS INC.
AGENT ADDRESS	1135 N NIMITZ HWY HONOLULU, Hawaii 96817 UNITED STATES

Annual Filings

FILING YEAR	DATE RECEIVED	STATUS
2020	Apr 4, 2020	Processed
2019	Apr 2, 2019	Processed
2018	May 8, 2018	Processed
2017	Apr 5, 2017	Processed
2016	Apr 5, 2016	Processed
2015	Apr 9, 2015	Processed
2014	Apr 3, 2014	Processed
2013	Apr 2, 2013	Processed
2012	Apr 6, 2012	Processed
2011	Apr 6, 2011	Processed
2010	Apr 6, 2010	Processed
2009	Apr 8, 2009	Processed
2008	Apr 4, 2008	Processed
2007	Apr 3, 2007	Processed
2006	Apr 10, 2006	Processed
2005	Apr 5, 2005	Processed
2004	Apr 8, 2004	Processed
2003	Apr 2, 2003	Processed
2002		Not Required
2001		Processed
2000		Processed
1999		Processed

Officers

NAME	OFFICE	DATE
DANG,ROGER	P/D/CEO	Apr 1, 2020
DANG,SEAN	EV/D	Apr 1, 2020
HIRASUNA,NEIL	S/CFO	Apr 1, 2020

Stocks

DATE	CLASS	SHARES	PAID SHARES	PAR VALUE	STOCK AMOUNT
Dec 31, 1988	COMMON	500	100		

Trade Names

NAME	TYPE	CATEGORY	REGISTRATION DATE	STATUS
UNCLE'S FISHMARKET & CAFE	Trade Name	NO CATEGORY SELECTED	Sep 24, 2004	Expired
UNCLE'S FISHMARKET AND GRILL	Trade Name	NO CATEGORY SELECTED	Oct 27, 2006	Expired

SWELL SPARK

#21-22933

March 17, 2021

Please place on
Agenda 3/25/21 ah

Aloha Honolulu Liquor Commission:

My name is Matthew Baysinger, I am the founder and CEO of Swell Spark. We are the operation company in charge of both Breakout Waikiki and Blade & Timber. Additionally, we operate eight other locations of our family-friendly facilities in states outside of Hawaii.

We have the opportunity to move our Blade & Timber location from our current store at 970 Queen St. to a 2nd generation, A-2 Assembly restaurant space at 506 Keawe, Honolulu HI. This space was most recently occupied by Real Gastropub, who unfortunately had to permanently close their doors largely due to the ramifications of the COVID-19 Pandemic.

Because of the sudden closure of Real Gastropub coupled with our own ongoing lease negotiations, we missed the 5-workday window to apply for a temporary license at their former commercial restaurant space. My hope is to receive a waiver that would allow our company to apply for a temporary license in this existing restaurant space so that we can open as quickly as possible with food and beverage service.

I'm incredibly grateful for the help and assistance of Kelly Teruya in clarifying and assisting our team through the licensure process thus far, and we are equally grateful to have had the opportunity to serve folks in Honolulu for six years now. Thank you, in advance, for your help in allowing us to take this next step into a more suitable space that will allow our company to continue to grow and flourish in this bizarre season.

Mahalo,

Matt Baysinger
CEO, Swell Spark
matt@swellspark.com
785.550.4800

RECEIVED
HONOLULU LIQUOR COMMISSION
C.C.C. OF HONOLULU, HI
2021 MAR 17 A 8:10



Blade & Timber: Axe Throwing

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5

Off to work

Reading

Blade & Timber

Axe Throwing

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